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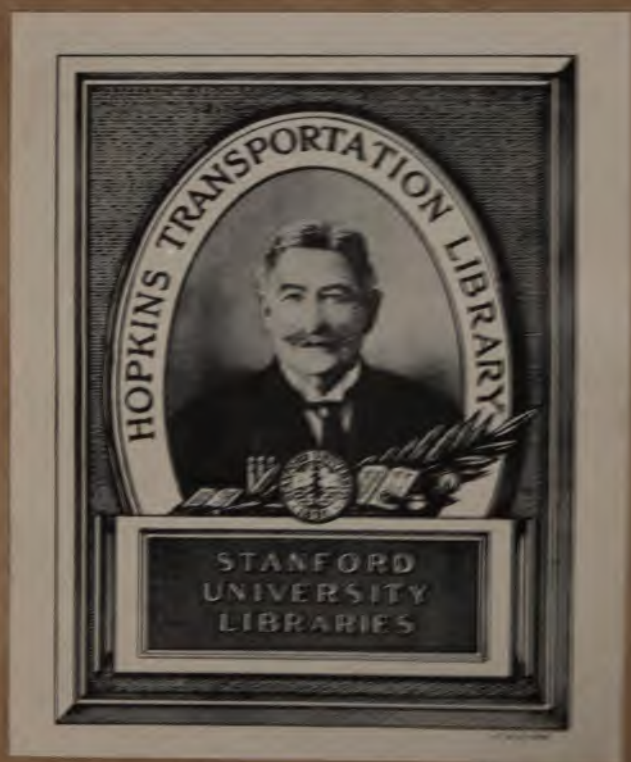
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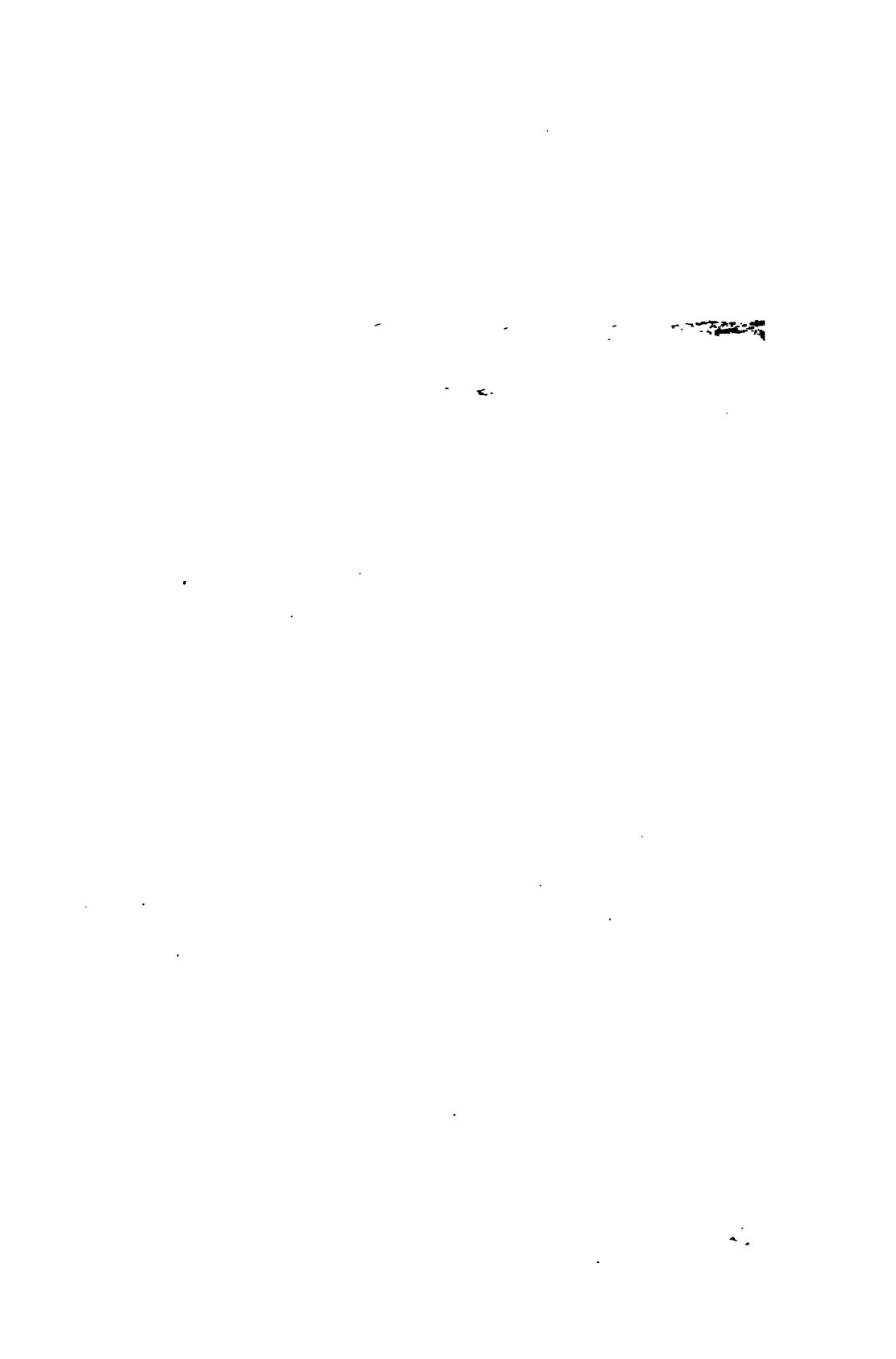
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## **RAILWAY ROBBERIES, &c.**



RAILWAY ROBBERIES:  
THE SUMMING UP OF CHIEF JUSTICE WILDE:  
NOTES OF THE TRIAL, DECEMBER 1846,  
WAREHAM v. PRANCE, NASH, & COLLARD:  
ORIGINAL DOCUMENTS AND CORRESPONDENCE,  
CONFESSIONS OF THE DEPREDATORS,  
THE EVIDENCE OF GARRATT AND MAYNARD,  
WITH  
SUMMARY OF REMARKS ON THE CASES OF  
GARRATT, MAYNARD, FARR, &c. &c.

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*Extracted from the Short-Hand Notes of H. Gregory, Esq., S. H. W.,  
Chancery Lane. //*

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"He who steals my purse, steals trash."——

"The good I stand on is my truth and honesty."——

"I am armed so strong in honesty—still in my right hand carry  
gentle peace."——

H. "And this is thy reward, Hal!

HAL. "Zounds! long and heartily have I served their cause—  
With life e'en left to do good service yet."——

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*See Chronicle*



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**WAREHAM v. PRANCE, NASH, & COLLARD.**

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**SIR THOMAS WILDE**, Lord Chief Justice.

Serjeant **WILKINS** and others for the Plaintiff. Attorneys: Fennell, Child, and Kelly, of Bedford Row.

Serjeant **TALFOURD**, Serjeant **CHANNELL**, Mr. **HOGGINS**, for Prance and Collard. Attorneys: Maples, Pearse, Stevens, & Co., Defending for the Great Western Railway Company.

Serjeant **MURPHY** and Mr. **T. CAMPBELL FOSTER** for Defendant Nash. Attorneys: Messrs. Thwaites, 4, Lyon's Inn.

**SPECIAL JURY.**

**Browning, James**, 15, Loraine Place, Islington, Merchant.

**Carr, George Bowness**, 7, Cumberland Terrace, Pancras, Merchant.

**Feltham, John**, 7, Canonbury Square, Islington, Banker.

**Griffiths, William**, 16, Edgeware Road, Esquire.

**Hickman, William**, 23, Petersburgh Place, Paddington, Merchant.

**Rotherham, Charles**, Kilburn, St. Margaret's Cottage, Merchant.

**Somerville, Charles Robert**, 40, Argyle Street, Pancras, Merchant.

**Urquhart, John**, Charles Street, Berkeley Square, Esquire.

**Vaughan, John**, 14, Lloyd Square, Esquire.

**TALES, OR COMMON JURY.**

**Thomas Adam**, of Moscow Road, Victualler.

**Jas. Arriell**, of Cambridge Street, Victualler.

**Joseph Brown**, of Hanover Row, Plumber.

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## WAREHAM v. PRANCE, NASH, & COLLARD.

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### FIRST DAY.

THIS was an Action of Trespass against Prance, a Passenger on the Great Western, who was robbed; Nash, who conducted the prosecutions, for several Railway Companies, of Maynard, Garratt, and Farr; and Collard, Superintendent of Great Western Police.

The Declaration complained, that on the 20th August, 1845, the Defendants Entered and Searched Plaintiff's lodging, and Arrested him; and Collard took him to Great Western Station, and kept him there all night, and next morning Discharged him.

The Defendant Nash pleaded the following Pleas.—The other Defendants pleaded the same in substance.

1. To the whole Declaration—Not Guilty.
2. As to Part—a Justification, alleging that Garratt was Engaged in Stealing Luggage on Railways, and Maynard was Associated with him to Feloniously Receive same, and to take Rewards for Restoration; and that a Felony had been committed by Maynard and Garratt, and a person unknown, in obtaining from John Bush a Reward for Restoration of Property Stolen at the Birmingham Railway; and showing Reasonable Cause for Suspecting Plaintiff to have been Guilty with them, and to have Aided Garratt to Escape, and Secreted Property and Effects tending to Show the Guilt of the Parties Engaged, &c. &c.
3. As to same—a Justification, alleging likewise a Felony to have been committed by Maynard in taking Reward of Bernard Hartley for the Restoration of Stolen Goods, and showing Reasonable Cause for Suspecting Plaintiff to have been an Accessory before the fact, and Assisting him, &c.
4. As to Part—a Justification, alleging Garratt to have been Engaged with other persons for the purpose of Stealing from Railways, and to have Committed a Felony in Stealing Goods of Defendant Prance from the Great Western Railway, &c., and Plaintiff to have been Accessory after the fact, and comforted, aided, assisted him, &c.
5. As to Part—a Justification, alleging Maynard to have Committed a Felony in Receiving Prance's Goods Stolen from the Great Western Railway, &c., and that Plaintiff was Accessory *after* the fact.
6. To same—a Justification, alleging Plaintiff to have Committed a Felony in Receiving Stolen Goods.

7. A Justification, alleging Garratt to have Stolen, and Maynard to have Received, Goods Stolen from the Great Western, &c.; and showing Reasonable Cause for Suspecting Plaintiff to have been Accessory after the fact, and comforting, aiding, and assisting, &c.
8. To whole Declaration, Leave and Licence.

The Plaintiff's Evidence proved his Arrest—that Collard and another Officer took refreshment, and went away in a cab with Plaintiff to the Station. His Witnesses admitted that he said it was "all on account of the old man—the old thief" (Maynard), and that he returned the next morning. The Defendant Nash merely looked on, and watched the Officers in their search for concealed papers and property. Mr. Seymour Clarke spoke to his having Negotiated with Maynard, and handed the business over to Mr. Nash, then Connected with the Company's Solicitors; and That Mr. Prance had Recovered his Property, Value £2,000, and was Indemnified against this Action—as also was Collard.

The Case for the Plaintiff having been closed,

MR. SERJEANT TALFOURD addressed the jury for the defendants Prance and Collard, and after stating the offences for which Maynard and Garratt had been convicted and sentenced, and described the circumstances which led to their apprehension through Mr. Nash, said—

"In the course of these proceedings occurred those circumstances which induced Mr. Nash who, although he is no longer, I believe, associated with Messrs. Maples and Stevens, I am bound to say was a most active, a most diligent, a most intelligent Assistant of the persons whom I represent, and those by whom he was employed in respect to these transactions, and he entered into them with *great* diligence, *great* zeal and assiduity, and with *great ability* sought, and to a *considerable* extent with success, to develop,—as far, at least, as Garratt and Maynard [and Farr] were concerned,—to develop the crimes and secure the due punishment of the parties implicated. *He had a further object*, which you may well conceive to be one *which it was quite right* the Great Western Railway Company should desire to see pursued,—and which Mr. Nash, as a zealous and able person, *who was acting on their behalf* and on behalf of the solicitors to that Company, was also desirous of pursuing. It was scarcely possible, it was thought, that *repeated Robberies* could take place *from the platforms* of the Company, without *some* person in the service of the Company's being active in assisting in the perpetration of those Robberies; and in respect to Mr. Prance's robbery, for example, the taking of that box, which was either deposited, or ought to have been deposited, in the proper Van appropriated by the Company for the conveyance of packages, the circumstance of such a box as that being taken, from such a place, might *well induce a suspicion* that the very hand of Garratt might have been the hand that took it, or

that a person was outside to receive it, and be thus a direct accomplice in the robbery; no one could have entertained anything but a strong suspicion that *some other persons* would be found to render assistance in the Depredations, of *which this was an example*, and therefore Mr. Nash was no doubt desirous,—while he was prosecuting Maynard,—and while he was prosecuting Garratt,—acting as a cautious man,—he was desirous of *obtaining if possible Evidence against parties far more guilty than either Maynard or Garratt*, because of their breach of faith as the Servants of the Company, and therefore committing a greater crime than that of a mere stranger who commits depredations from ordinary circumstances,—and therefore there was a greater desire on the part of Mr. Nash *to probe the matter to the bottom*, and to *find out who were the Traitors to their Employers* in aiding and assisting in such depredations. That matter became the *object of Mr. Nash's anxious inquiry*. It became him to see who were the persons, and who was living in the house with Maynard," &c. \* \* \*

"It was of course *extremely important* for the Companies to ascertain—or for those who were interested in prosecuting these cases, it was *extremely important* for them to obtain—*immediate access to the papers or documents* which might be found in Maynard's possession. If for example he had received a great quantity of stolen property, and that property had been pledged, a great number of duplicates might have been found there, that might have led to the tracing out of Stolen property,—and had the property been discovered it might have been advertised, and the true owners when they came forward to claim it—and *thus a series of felonies* might have been exposed and brought to light *through the Documents* that might have been found in the possession of *the person—who was taken up unawares—who* had come to the Guildhall Coffee House in the expectation of receiving the reward, and *who had no time to prepare anything at his lodgings*, so as to hide or conceal any Indicia of his guilt,—and which might therefore have become missing before the officers had had access to the papers." The counsel stated the plaintiff's conduct and connexions with Maynard and Garratt, and said :—"After these circumstances came to the knowledge of Mr. Nash, of course, if he had thought that Wareham was a person in connexion with Maynard or Garratt,—a man *who could disclose facts that would lead him to trace to their most Secret sources those transactions, the authors of which, the Great Western Railway and other Companies were interested in prosecuting*,—of course he never could have pursued any means of annoying or disturbing, without cause, any parties who bore that description; but, having received information of these matters—and not being in the possession of the papers—and believing in truth that Mr. and Mrs. Wareham were concerned directly in assisting Garratt to elude justice—and assisting in *the disposal of the Evidence of Maynard's and others' guilt*,—and, in fact, had been accessory to both of these—thoroughly believing that he took that step—a step which a zealous person might be pardoned for taking—he thought there was no

time to be lost, and that they might abscond from the place—and were no longer living in the house where Maynard lived,—they had gone to a public-house, of which fact proof has been called before you—he took that step that has given rise to the present action, though, unless you are quite sure, and you believe that parties are likely to abscond, it is a better course to go before a magistrate to lay a complaint and obtain a Warrant :—that discharges you from all responsibilities and places you under the protection of the proper authorities. It was taken in the prosecution of a case in which Mr. Nash had displayed great ability and zeal, and *acting on information he had received, and there being no time to be lost*, he took that step on his own responsibility, which led to the taking Mr. and Mrs. Wareham into custody. \* \* \* It seems that the Company did not think it advisable to proceed in the matter. In as far as the Plaintiff was concerned, I must say I think that *these* parties have not acted strictly up to their duty in not pursuing the charge against the plaintiff—Mrs. Wareham is not to-day before you at all, therefore I say against the plaintiff—I confess I think it would have been better and wiser,—on the evidence of the character we expect to-day,—I think *it would have been better, I confess, if the prosecution had been pursued against him.* \* \* \* I am not desirous to say a single word that can derogate from the character of Mr. Nash in the conduct he has pursued; because, though he has dissevered himself from the respectable firm in which he had been a great number of years, I don't wish to cast the slightest imputation on him: he may have acted with a little vigour in this matter, beyond that which on cooler consideration he might have thought proper; or it may be *that other persons may have thought it wiser not to proceed any further in the prosecution*—how that may be, it is a question between Mr. Nash and the gentlemen who employed him.”

Counsel stated his Evidence in support of the Pleas, and said, that if they were proved, the plaintiff had had a *fortunate escape*, and the Company were to blame for having interfered in the prosecutions. If on any *technical ground* of acting without a warrant in taking the plaintiff from Marylebone to the Railway Station instead of a Police Station,—or taking him to the City the next morning,—or not taking him at all before a magistrate,—he was entitled to a Verdict *at all*, the smallest coin would be ample compensation. If the proofs failed, then he would say no apology could be made by the Company to such a man as the plaintiff, and let the Jury give ample Exemplary Damages to him, the Company cared not for that in dealing with such a character.

MR. SERJEANT MURPHY addressed the Jury for Mr. Nash, and, after stating the facts, asked, “Who is Mr. Nash? He is a Gentleman who was employed by a firm of great eminence in the City of London, for the purpose of bringing his great acuteness and ingenuity,—of which you have heard such a glowing description from my learned friend,—to the *unravelling of a series of complicated transactions of Felony going on*



UPON NUMEROUS RAILROADS *in and about* the Metropolis. You have it that he was a person *principally instrumental in detecting that thread of testimony* which led to the result that followed (as you have already heard) in respect to Maynard and Garratt [and Farr], the principal parties in those felonies. I have no hesitation in saying that it will be quite evident to your minds, when you come to reflect on the course this case has taken, that *the parties who this day defend in Court, on the part of Mr. Prance, are indebted to the investigations, and to the acuteness, of that Gentleman (Mr. Nash) for the Evidence that will Enable them to Sustain their defence to-day.* A series of Robberies had taken place—that is conceded; the Great Western Railway and other Companies, it is conceded also, had a natural anxiety in Investigating to the utmost and Prosecuting the parties implicated. They had a notion *that some Servants of their own must* have been privy to the transactions, and they had relied on the skill of Mr. Naah for the purpose of Investigating whether that circumstance was correct; and I have it from one or two of the witnesses already in evidence, he was the *main instrument* to ferret out the entire circumstances. What does Mr. Nash do? Mr. Nash, as it is now admitted, in furtherance of that authority, and in pursuance of that fair and reasonable zeal which he was bound to employ to forward the case, *discharged his duty*; and while you have it in evidence here to-day, that Mr. Prance has recovered back his property, and has received from the Company an Indemnity, Mr. Nash stands here as my client, called upon to bear the heavy expense of this heavy prosecution—for prosecution it may be termed. \* \* \* What does he demand? He demands that you shall Investigate the pleas he has put on the record to-day; he demands from you to say whether, *even if the case rested where it is*,—even if no Witnesses were called on his own behalf,—to Corroborate the statements made by the other witnesses,—if he has not satisfactorily made out the main ground of the allegation in the pleas, that those parties of the name of Garratt and Maynard were implicated in Robberies, either as principals or receivers? A System of robberies had been committed on various railways; and that there was *a sort of compromise suggested by some parties cannot be denied.* Mr. Prance, as well as Mr. Hartley, got back his box, containing railway scrip and other matters, before the prosecutions; and then,—on the moment of Mr. Nash's going forward to bring the man Maynard, who is in prison, or his associate, to justice, to *throw light on the transactions*,—a Compromise had been effected,—and the parties who have done that, knowing they have been parties to it, choose to stop his hand, *throw overboard this man, and to dis sever themselves from him.* That places my client in a *very disastrous position.* I say, it is all very well to laud my client, to compliment him for his zeal and assiduity, and to say that it was their true interest to investigate these circumstances. I ask you whether reasonable men, having no wish to avoid the least portion of *their important duty*, ought to have *stopped on the*

*threshold of a perfect consummation of the inquiry*, and whether they ought not to have aided him, instead of having thrown him aside in the manner they have done?"—The Counsel stated, that, *without inquiry, without knowing of what* was done, or *being done*, or aware of the plaintiff's arrest, a Director and the Solicitors had issued orders to stop the Inquiries which were promoted under counsel's advice, and necessarily led to the plaintiff's discharge next morning. Now they chose to *disavow* Mr. Nash—they disavowed his acts—yet for Mr. Prance and Collard justified them!

Witnesses were called (all of whom had been subpoenaed by Mr. Nash) to prove the pleas. One of the Company's witnesses said that "Wareham was discharged in consequence of Mr. Mills, one of the Great Western Railway directors, having, *on the night* Wareham was arrested, given instructions to Mr. Maples and Mr. Pearse not to have anything to do with the prosecution."—Evidence was adduced to show Wareham's conduct, and his connexion and communications with Garratt and Maynard, and their property,—his endeavours to serve them,—and his own admissions,—the leading points of which are stated in the summing up, and in the *Times* of 3rd December, 1846.\* Mr. Bush proved that he was employed for Mr. Hartley by Glyn, Mills & Co., and had a transaction with Maynard, Garratt, and George Simmons, the chemist, in May, as to Mr. Hartley's lost box of scrip, valued at £40,000,—*similar* in its course to Mr. Prance's negotiation,—except that Mr. Bush did not seize Maynard (as Mr. Nash did) when he brought the property, and demand his principals. The documents are curious, and are set out in the Appendix.—Maynard's Examination as a Witness was not read. It was a most important document.

#### SECOND DAY.

MR. SERJEANT WILKINS, for the Plaintiff, in the course of his Reply, remarked on the glaring inconsistency in the conduct of the Company, and said, "What think you of the panegyric uttered by my learned brother Talfourd on Mr. Nash? and what think you of the *inconsistency* in which my learned brother involved himself, to which I shall presently direct your attention? He is not content with speaking of Mr. Nash as a good Assistant; he is not content with describing him as we generally describe one who has discharged his duty and hazarded more than his duty required, but he describes him as a '*most zealous, most able, most active, most diligent, and intelligent agent.*' Oh, meritorious generosity, gratitude, and honesty of the Great Western Railway Company! 'You, Mr. Collard, you are the Great Western Railway Company,' says my learned friend. God help you! what a load you have to carry! The Great Western Railway Company have a servant, Mr. Nash, described as my learned friend described him, '*most zealous, most able, most active,*

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\* Some of the best witnesses to these points were absent.

most diligent, and most intelligent ;' and how is he rewarded for his zeal ? how do they reward his zeal ? Why, Gentlemen, my brother Talfourd found that *he had involved himself in difficulty*, and I will show you presently the difficulty in which he has involved himself. He was their agent,—so described, at any rate by my brother Talfourd—and if my brother Talfourd was wrong it is not my fault—he was so described, and by-and-by when you come to my brother Murphy's speech, he taxed them with ingratitude for having behaved so unfairly to this active and intelligent servant, that he, for all his 'zeal,' for all his 'activity,' for all his 'honesty,' for all his 'intelligence,' this very excellent servant is thrown overboard by them; *they have left him to stand the brunt of the battle by himself; they have indemnified Mr. Prance*,—who has got his property back,—who had *not lost a halfpenny*,—a gentleman in a station of life in which he has the means of realising a good and handsome income,—they Indemnify him. Oh ! but poor 'intelligent,' poor 'zeal,' much-despised 'activity,' we leave you to yourself ; we will not stretch out a hand to help you. This is the much-vaunted Great Western Railway Company, which my learned friend has the honour to represent, and speaks of in such glowing terms. They have Severed him from their defence. *Why have they abandoned Mr. Nash ?* It is clear to my mind, and to the minds of my brethren, that *the greater part of the Materials for the Defence have been got up by Mr. Nash*. We shall see something about his zeal and activity presently. Why have they abandoned Mr. Nash ? Why have they abandoned him ? The truth is, they sought to cajole and flatter him into something like acquiescence, and thus they spoke of him as they did yesterday. But what think you of the still further proofs of *inconsistency* of my learned friend, Serjeant Talfourd ? He said that they could not go quite so far as Mr. Nash had gone ; that he had gone rather beyond the bounds of discretion,\* and therefore I suppose it is they could not go with him ; and yet in the next breath he said he could not defend the Company's servants, that (with such facts) they did not prosecute the plaintiff, and bring him to trial. First of all they accuse Mr. Nash of going too far, and then they say that he did not go far enough ! So much for the *inconsistency* of my friend in bolstering up such a case as this. Serjeant Murphy, for Mr. Nash, had assumed a manliness, and asked them to investigate the pleas on the record."

The Counsel, in a powerful speech, urged that the plaintiff, on the merits, was entitled to a verdict ; and that, on the Technical grounds, the defendants were wrong, and, indeed, had not even laid their *groundwork* of proving a single felony by Garratt or Maynard, nor called a single Passenger who had been robbed !

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\* Yet proved the very facts on which he acted, as justifying him and Collard, and seek to justify what they did.

## SUMMING UP.

*SIR THOMAS WILDE, Lord Chief Justice.*—"Gentlemen, you have just been addressed with a *very powerful* speech of the learned Counsel for the Plaintiff. I have often heard it said by judges, that juries are not to be *governed* by the Addresses of counsel; and it has often occurred to me, that more has been said to juries with regard to their not attending to counsel's speeches than, according to my mind, appeared to be quite correct, or necessary. A part of the duty of counsel is to point out their respective views of the Effect of the Evidence adduced in the cause; and juries are bound by the oaths they have taken, and by every duty that can attach to them, to apply their verdict according to the evidence that is given, but not entirely to disregard those who assist them in distinguishing what is the true effect of that evidence. Justice is further secured, in a mode that is quite satisfactory, when the judge who presides at the trial makes his remarks on each side of the case, he having the opportunity of presenting his view of the evidence to the jury; and it is his duty, in referring to a counsel's speech, to distinguish the different parts of that speech, and that which relates to the moral effects of the question they are trying, and to those views which are *calculated to lead their minds away* from the *legal bearings* of the evidence, and which they are bound to reject; looking most cautiously at those parts which are directed to ascertaining the true effect and bearing of the evidence,—for each side has an equal opportunity of being heard,—and pointing out those parts which may operate in favour of their respective clients, and considering only those which are deserving of attention: and the learned counsel who has just addressed you told you, that you were not to be ensnared by eloquence or oratory, but to be guided by *the calm voice of reason*. Whether the whole of his speech is calculated to leave you in the full possession of that calm reason, so as to give effect to that excellent maxim he has laid down, you must judge of yourselves. The learned counsel has told you also, that you are the protectors of the poor. So you are; but you are the protectors equally of *every man*. You are not sitting there to be insensible to the claims of justice between the parties, and to favour one side, rich or poor; you are to do justice equally to both. And although the poor man may occasionally have just ground to revert to his poverty, when he has been, by reason of that poverty, unable to present his case fairly and fully before you,

yet, when that case has been fully and fairly brought before the jury, there is no difference between the rich and the poor. Juries are not to find their Verdicts against the rich because they can use superior means to those of the poor man; but they are to protect the rights of property, whether belonging to the poor or to the rich, and with no reference whatever to the relative positions of the parties who appear before them to decide their dispute. I do not apprehend, therefore, that you will be disposed to do otherwise than to endeavour to carry back your minds to the real Facts of the case, attending to the observations of counsel on both sides when they apply to the evidence only, and guarding yourselves against the effect of those observations that are calculated to lead your minds away from the just and proper bearings of that evidence upon the true merits of the case. It is fair, also, to remark, that the defendant is sometimes *under considerable difficulty, as he has to Comment upon his Evidence* before he has given it, and no man of any experience ever found evidence, when it has been given, to have precisely the same effect as that which was stated by counsel; and sometimes even honest and credible witnesses deceive the parties, as to what would be their evidence out of court; but the counsel who is bound to open *his evidence before it is heard, has no opportunity afterwards of enforcing that which may appear weak, or of reconciling what may appear to be contradictory, or what may have come upon him unexpectedly, or to answer any remarks that may be made on the other side*; it may, therefore, be well for you to remark, that the counsel who has the *last word*, and thus an opportunity of replying on the *whole* case, has an advantage which is to be properly measured and well weighed,—he has the opportunity of observing on the evidence after he has given it, which the defendant has no opportunity of doing.

“Gentlemen, there have been some remarks made equally worthy to be properly placed before you. You have heard that a witness has been called, and that he did not answer. In the early part of the address of one of the learned counsel on the part of some of the defendants, he begged to disclaim all interference on the part of those who stand in the place of nominal defendants—the Great Western Railway Company—he disclaimed any interference, or any wish to interfere, in preventing the attendance of the individual in question, or of any of the witnesses; upon which one of the learned counsel for the plaintiff got up, and, in the most frank manner, disclaimed all imputation of any such intention on the part of that body of withdrawing the witness. The learned counsel for the plaintiff abandoned the intention of imputing

anything unfair; but it does so happen, that (after one of the counsel disclaiming all intention of that kind on the part of the learned counsel who had sought to relieve the Company from the imputation which the learned counsel since endeavoured to fix upon them—of any unfair practice having obtained with regard to the witness on the part of the defendants) an opportunity was presented, by the adjournment from last night, which would have enabled him to have cleared up the matter satisfactorily; and the same opportunity was open to the plaintiff, if he suspected any unfair practice, to have ascertained, this morning, the truth of the cause of that witness's absence. It does not appear that any evidence has been offered this morning, or any explanation of the circumstances which could justify the idea that the man was out of the way under the feigned excuse of illness, or from any improper motive, or that the Company are in any way responsible for that absence.

"You will also have observed, that considerable remarks have been made upon Mr. Nash, as to his being severed in his defence from the other defendants. I apprehend that you will look to the *Evidence* of this case as applied to each of the defendants, according to their responsibility; and whether the Great Western Railway Company have, for good or for bad, in this case, chosen to indemnify Mr. France, and have not thought fit to indemnify Mr. Nash, is not in the slightest degree a part of the case you have to consider. Your duty is, to try the case on the evidence as it is—according to the tendency of that evidence, and not according to the private feelings or motives of any individuals not properly before you.

"One of the learned counsel thought that Justice would be advanced by the adjournment of last night, and I felt that, from my experience, it would be impossible for the learned counsel for the plaintiff to do justice to his client without going, at considerable length, into the evidence. I know from experience, that if a counsel is called upon suddenly to remark on a great display of evidence, for fear he should omit that which may be deemed important to the interests of his client, he is compelled to be much longer—he has not time to be short; therefore I have no doubt the learned counsel occupied in his reply to-day less time than he would have done last night.

"The learned counsel expressed a wish that I should go through the *Evidence*, that I shall be ready at all times to do where I think the justice of the case will be advanced thereby; and I think, after the length of the evidence, you would have been in a very imperfect situation properly to discharge your duty with the full force of your



understanding, if you had remained here until twelve o'clock last night.

"I will now call your attention to the position of the case as it has been presented to you in the evidence. This action is an action to recover compensation for the imprisonment of the plaintiff under the circumstances that have been established; and it appears, that on a certain day the defendants entered the chamber of the plaintiff, and afterwards took him from thence, and detained him until the morning of the next day. As the plaintiff's case is left, there was no evidence how long the parties had been detained. It was consistent with the case as left to you that he might have been discharged in one hour; but, in the course of the defendants' case on cross-examination, it is shown that imprisonment had commenced over-night, and that on the next morning he is taken to Frederick's Place, Old Jewry, and then discharged by the officer, or Mr. Nash, or some other person. Of what took place during the imprisonment of the plaintiff you have no evidence. The learned counsel for the plaintiff has spoken of his sleeping on a bench and being treated in a harsh manner. You have *no Evidence* of that, and as the plaintiff has not hesitated in calling witnesses from the Enemy's Camp—from the establishment of the Great Western Railway,—there is no reason to believe, if there had been any harshness or any want of reasonable accommodation, but evidence would have been offered to have sustained it; at all events, the plaintiff will not recover damages for supposed harsh treatment that has not been proved in evidence. You have heard of the imprisonment of the plaintiff from the evening before till the next morning. It must not be supposed when you are getting at the real facts of the case, that you have any intention to undervalue the nature of the evidence that sometimes is offered. You are bound to take into your account every restraint upon liberty, with the necessary annoyance to mind and body that must arise from a person being taken from his own home, and imprisoned under the circumstances you have heard. And that anxiety of mind is a just part of the consideration of the damages. The circumstances under which a man is taken into custody, more or less painful in degree, are all circumstances which form just reason to estimate the damages.

"You have heard that the parties who took the plaintiff into custody Searched his lodgings. 'It is said they searched the bed.' Why, if the party were men pursuing a thief, it would be just to accompany their efforts with firmness, but not to couple that with cruelty or unnecessary violence to the object of their search; but, when a party are spoken of

as going with a view of ascertaining whether there is any stolen property in the apartment of another, of course there must be that which, when it shall be detailed elsewhere, will appear to be of an unpleasant character. 'They searched the bed:' and it was not unnatural that they should search the bed. One circumstance is mentioned: that there was a bundle, and that the officers were about to open the bundle, when Mrs. Wareham said, 'Do not open that, it is only my private linen;' but they did nevertheless open the bundle. That seemed harsh at first sight; but the officers when they were searching the apartment would not feel bound to take the word of the Prisoner as to the contents of the bundle, which might really contain the very property they were looking after; and it appears by the witness Ann O'Connell, the bundle was handed by Mrs. Wareham to her to take away, when the officers were there, and they insisted upon searching it. If they were authorised to go there at all to search, when there was just ground of Suspicion, nothing is more reasonable, than that they should search a bundle which one woman was handing to another in the room while they were there. You will find, too, by and by, that they were in discharge of a duty; and supposing they were authorised to exercise it at all, they were bound to exercise it with reason and moderation, and in a manner to give proper *Effect* to the object they were authorised to pursue. If they Exceeded their duty, they were liable for the consequences of it; if they did not exceed their duty, that must be conceded to them, although it will be an aggravation of the complaint against them if it turns out they did that which was not warranted by law. You have heard, that *if* in the result of this case, the amount of damages will become the question for your consideration, you must look to the period of the imprisonment, and the circumstances under which it took place, and all that surrounded it, and measure your verdict accordingly.

"Now, Gentlemen, with respect to the Main Points in the case, I apprehend there are only three pleas which will come under your consideration. If the learned counsel for the defendants thinks that the evidence he has offered has any tendency, and ought to be submitted to you as sustaining any other plea, he will be good enough to call my attention to it; otherwise the evidence that has been given only goes to support the 4th, the 6th, and the 7th pleas. And I will now tell you what are the questions that arise."

*MR. SERJEANT TALFOURD.*—"Precisely so, my Lord, except as to the plea of Not guilty, as to one of the defendants." (Prance.)

*SIR THOMAS WILDE.*—"I will remark on the particular case



when I have stated the general question, - I ought to have stated that the three pleas upon which the question of justification for imprisonment turns are the three pleas I have named, the 4th, the 6th, and the 7th; but there is besides those a plea of 'Not guilty,' or a general denial of having done any of the wrongful acts complained of. That will come under your consideration only as regards Prance, to which I shall address myself presently.

"The fourth plea, gentlemen, is to this effect: 'that before the commission of the trespasses complained of, one Daniel Garratt feloniously did steal a Writing Case containing certain matters (which are described), and which are alleged to be the property of Vaughan Prance; and Col-lard says, and the other defendant who Justifies says the same thing, that the plaintiff, knowing that the said Daniel Garratt had committed the felony, and that Maynard had feloniously Received, did comfort, harbour, assist, conceal, and maintain Garratt, against the form of the statute in such case made and provided, and against the peace of our Lady the Queen, her crown and dignity; wherefore the defendants took him in custody for the purpose of taking him before certain justices in London having jurisdiction in the matter, that he might be dealt with according to law.' The plea, you observe, alleges that Garratt committed a felony, and that the plaintiff, knowing it, unlawfully encouraged and harboured him; that is, in substance, that he assisted him in the concealment of the felony. That is the fourth plea.

"The fifth plea says 'that before the commission of the trespasses complained of, Maynard had committed a felony by Receiving certain goods and chattels which are mentioned as the writing case described as belonging to Vaughan Prance, and containing the several matters which are before mentioned; that this property having been stolen by some person unknown, was feloniously received by Maynard, he knowing it to have been stolen, and that the plaintiff, knowing that Maynard so had received these goods knowing them to be stolen, he received, comforted, and harboured Maynard.' Now, then, you observe the first arises out of Garratt having stolen, and the second arises out of Maynard having Received what the other count states Garratt had stolen; and that Maynard having committed an offence by so receiving it knowing it to be stolen, the plaintiff sought to harbour and protect him. And you are to judge whether they have afforded proof of that allegation.

"Then the sixth plea states, that before the commission of the acts complained of, the plaintiff received a writing case; that he 'feloniously did Receive a writing case containing certain property which by some

person or other had been stolen and carried away, the plaintiff well knowing that such goods had been stolen and carried away; wherefore the defendant so caused him to be arrested and detained to be taken before a justice to be dealt with according to law.' So that the sixth plea charges the plaintiff with having received property that had been stolen, knowing it to have been stolen.

"The seventh plea alleges, 'that before the commission of the trespasses, Garratt had stolen a writing case of Prance's, that Maynard did feloniously receive it knowing it to be stolen, and that Garratt was Associated with other persons for the purpose of stealing luggage upon Railways; that Maynard was connected with Garratt and other persons for the purpose of Receiving luggage known to be stolen, and for the purpose of obtaining Rewards for the Restoration of property without causing the parties to be brought to justice. It then alleges that the plaintiff ordinarily associated with Maynard, and lived and resided in the same house with him; and that the plaintiff and one *William Sayer*\* acted with and assisted Maynard in divers Negotiations respecting the restoration of stolen property for reward, and of the said writing case of Mr. Prance; and also that before the commission of these trespasses, Maynard had been taken into custody for that felony and was in custody, and Garratt was about to be taken into custody for the felony, and for certain other felonies in respect of other goods which had been stolen belonging to a Mr. Hartley; and that the plaintiff, although he was acquainted with Garratt, and had reason to believe that Garratt had been guilty of the felony aforesaid, and well knew Garratt's real residence and address, and also knew that Garratt had acted in the negotiations, and that Maynard had acted in the negotiations for the restoration of the said property of Hartley and Prance for and on behalf of Garratt, Falsely asserted he was not acquainted with Garratt, and did not know in whose behalf Maynard had acted in the several negotiations, but concealed the name and address of Garratt, and *Concealed* certain property and Effects in his possession belonging to Maynard, important to show the Guilt of Maynard and Garratt and such *other* persons, and the plaintiff then gave informations and warnings to the said Daniel Garratt in order to enable, warn, and incite the said Daniel Garratt to Escape from justice, and from being apprehended and taken into custody on the charges and for the felonies aforesaid, or any of

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\* Referred to in the Evidence as clerk to Fennell & Co., the plaintiff's attorneys, and the friend of Maynard, and promoter of this action.

them, although he the plaintiff then Falsely asserted that he was anxious to discover and to give up to justice the said Daniel Garratt, and the persons who had committed the said several felonies, and had stolen the last-mentioned goods and chattels and valuable securities of the said Vaughan Prance, and to cause the said Daniel Garratt to be apprehended and brought to trial.' Then it goes on to allege that these Circumstances caused them to *Suspect* the plaintiff was concerned in it, Wherefore they apprehended him.

"Now, Gentlemen, on each of these pleas the onus of proof is upon the defendants, not of proving every Fact stated in the plea, but of proving such facts as are necessary to constitute and maintain in point of law their defence; so much of the facts necessary to make out a legal defence to that which it proposes to justify must be proved to the satisfaction of the jury, for it is not necessary that every fact should be proved. By-and-by your attention will have to be directed to see which of the facts are proved, and it will be my duty to tell you which are necessary to be proved in order to justify in point of law the defence so set up.

"Now such is the nature of the Questions on which your verdict is to pass. First of all, *did* the plaintiff conceal and harbour Garratt? Did he take any measures or do any acts for the Purpose of preventing Garratt being brought to justice? Did he assist him in escaping? Secondly, did he receive any of the goods referred to in the plea, having reason to know that those goods were stolen? Further, did he Conceal property of Maynard for the same purpose, or at any time seek to pervert justice and protect Maynard and Garratt from prosecution? Such is the *substance* of these pleas.

"Your attention has been called to the circumstance that one of the defendants has pleaded the 'general issue' in addition to the other pleas. I mean *Prance*, and the first question to which your attention should be addressed is how far Mr. Prance has sustained his defence. The whole of the evidence against Prance was evidence certainly of an extraordinary nature. A witness, the servant at the public-house, stated that he had gone to Guildhall for the purpose of identifying the parties who had been to take the plaintiff into custody the over-night: Prance was (yesterday) standing in a prominent situation by the learned counsel for the defendants, and the man is desired to look around the court, first generally, to find the person he meant to say was Prance: he answers, 'I do not see him;' his attention is then fairly and properly called to the row—'Look along this row and say whether you see anybody like him;' he did look along the row, and did not see the person. The learned counsel

then says, 'This is Mr. Prance,' pointing him out; 'will you swear that is him?' The man then says, 'That is him.'—Now, Gentlemen, I think when a witness is called who has been told to look amongst some ten or twenty persons and to pick out an individual who is to be fixed, possibly with a very criminal charge, and who says 'I cannot, I do not see the person,' and when one of those is pointed out to him as the man, says, 'I will swear now that it is the man,' and when asked if he has any doubt of it, says 'I have no doubt,' and when he is cautioned, says 'I will swear'—I say a case standing upon that evidence would be fairly open to considerable Comment and to considerable doubt. Nothing is more common than to challenge the accuracy of a witness who comes to identify persons by calling upon them to select the person from among others. Nobody can be inclined to complain of that, as it enables him to do so, more particularly when his attention is called to the person standing in a particular direction, as was the case yesterday.—'Look along this row,'—and he could not find him. So stands the evidence of the plaintiff, in order to charge the defendant Prance.

"That defendant, on his part, calls before you a gentleman who may not be considered as making out to the minute the precise and distinct time—that they may be hardly expected to do; but what is the nature of the evidence? You have heard Colonel Lutterel, who states that this gentleman had an official duty to perform, which at once confirms the idea of his being present, if it wanted any confirmation beyond that of his hand-writing, which sufficiently manifested that he was at the Petty Sessions at Willeden, attending there in discharge of his duties, on that day; and then Colonel Lutterell says, the business was fully as much as it ordinarily is on such occasions, and that Mr. Prance managed it as he did usually. There is then the clerk called, who says Mr. Prance was there, and that Mr. Prance came to the office after the business of the Petty Session, and wrote a dozen letters—as many as would occupy two hours. Upon that evidence, then, there are circumstances that rendered it impossible for him to be in London at the time alleged; but that is followed by a witness who is clerk to an attorney, who says, 'I was there: I formed the third of those who were there: Mr. Prance was not there.' That was giving you positive evidence that is open to no hesitation, and giving evidence beyond all doubt on that clerk's part. I am not aware that any remark has been made in any respect reflecting upon the credit of that witness, with this exception,—it is said that he has subpœnaed some of the witnesses for the defendant Nash; he has left his former employ, in which he was employed as a

clerk to Maples's, and he tells us that he has assisted Mr. Nash in subpoenaing some of the witnesses. Whether that lays the foundation for the supposition that he is so mixed up with, and interested for Nash, that he came here to commit perjury for Prance, which he must have committed if he was not there, is entirely for you to consider. But I own that it struck me that the learned counsel might very well have given up Prance on that evidence, without materially damaging his case. You will find it is not left on the positive evidence of that young man, but you have the advantage of the evidence of the other witnesses, to show every reasonable probability, if not absolute certainty, that the defendant, Prance, was at Nether Stowey at the time the witness rashly swore he was at Wareham's premises. The learned counsel for the defendant referred to—acting with liberality in reviewing the evidence—he admitted that there was a sufficient degree of resemblance to the witness he offered and Mr. Prance, they being gentlemen of about the same age, and that very probably the witness meant to speak the truth. I think there cannot be any doubt that there was great rashness, if not something in the nature of culpability, on a criminal charge like this, in swearing so boldly to the identity of a person, without having further means of assurance than he had of having seen him but once. It certainly adds to the many instances of how very easy it is to mistake personal identity. Taking it for granted that perjury was not imputed to the witness on the part of the plaintiff, who swears to Prance under the circumstances stated, then, weighing the question of his accuracy against the testimony offered on the part of Prance, you will find your verdict according to your judgment, whether you are satisfied that Prance was or was not there, for the onus of proving him to be there was on the part of the plaintiff.—It will be for you to consider, whether there was even matter of doubt, and whether he has removed all reasonable doubt from your mind, as whether that witness was a competent person to speak to his identity. I therefore consider I have disposed of the case as far as regards Mr. Prance, subject to your verdict on that part of the evidence.—I should observe, that the learned counsel says, why, if he was not there at that time, why did he not do away with the charge at once? It is obvious that the defendant, whether right or not, had not the most perfect confidence in the integrity and fairness of the plaintiff; and when Mr. Prance found himself charged with being there, it was not unnatural he should suppose that somebody intended to swear to his being there. Now, it is not usual, where a defendant is included in a charge in such a manner, for him to go and tell the witnesses who



are coming against him on such improper grounds as those, and show them the means of contradiction, or to put them so much on their guard as to enable them to maintain their story, and to avoid the means of contradiction. It was impossible to say how many persons might have been got to swear that Prance was there, and it is not unnatural that Prance should say, 'It is not for me to have any interference in the matter.' It appears he left it in the hands of the Great Western Railway Company, who stated that a justification of those persons being in company was sufficient in point of law; and say, first, that he, Prance, did not take him—secondly, if he did, there were Good legal Reasons for so doing; and that is a circumstance that would certainly tend to shake his confidence—whatever you may think right to infer—in the other party. There is nothing in joining those two pleas tending to impute that.

"We now come to the question of Whether the plaintiff did or did not do certain acts, with a view of concealing and harbouring Garratt, knowing that Garratt had committed a felony? and whether he concealed certain property, with the view of concealing the evidence which should affect Maynard and Garratt?—Gentlemen, there are two questions that arise here, and one is, Whether so many of the facts alleged in the pleas are proved, so as to sustain a legal defence,—that defence being, that the defendant, acting as a prudent and reasonable man upon the facts which appear to have been proved before you, might justly entertain a Suspicion that the plaintiff was guilty of those acts which are charged against him? For you observe, that this plea of justification is not that the plaintiff was guilty; but the justification is, that he did so conduct himself as to give rise to a *reasonable suspicion* on the part of a prudent and reasonable man. I am not quite clear whether the duty upon this part of the plea is not divided—partly attaching to you, and partly resting upon myself. Whether the facts that are sworn to are true is wholly for you; and you are to adopt the observations from the bench just so far as they may appear to your understanding, and no farther, capable of assisting anything passing in your mind, or that may tend to assist you. When you have ascertained whether those facts are true, then I am not sure if it is not the duty of the judge to say, whether they do or not amount to a legal cause of suspicion. The authorities do not appear very clear upon that; but on the present occasion I shall leave the only question that properly belongs to me beyond all doubt, Whether you are convinced that a reasonable and consistent man, exercising his honest, prudent understanding, had grounds to

Suspect that all those acts which are alleged amounted to criminal conduct on the part of the plaintiff, and subjected him to criminal punishment?—It is to be your verdict, founded on your own observations, with the observations presented to you by the plaintiff's counsel, by the defendants' counsel, and by the judge—taking the whole into consideration. It is not necessary that I should express to you any opinion of mine upon the subject. Think in your minds of *the Evidence*, and its bearings on each side of the case; and where justice calls for observation; if it shall afterwards be found the duty is divisible in the manner I have stated—the proof of the facts being with you to judge of, and to form your own conclusions upon—any opinion I have formed I shall express at the proper time, and in the proper place.

“Now, gentlemen, I do not propose to read to you the evidence with regard to Mr. Prance's defence. If there be any part that has escaped my attention, but which either of the counsel thinks material, I shall be happy to read it; otherwise the evidence resolves itself into a very few facts which are material.

“The first witness to the other parts of the case is Evans, who says he is one of the turnkeys at the Giltspur Street Compter, and was so on the 5th of August. There is, you have seen, a great deal which it is necessary to ask when you are going into evidence, in order to ascertain the detail of the matter; such things as books, and so on, in which it is the practice to enter the names of visitors to prisoners. He has a book with an entry upon the 6th of August, Maynard having been brought there on the 5th of August. He says: ‘Wareham (the plaintiff) and ‘John Smith’ came to see Maynard on the 6th of August; the name given by one of them was *John Smith*; that name was given in the Plaintiff's presence. I asked the plaintiff afterwards his name, which he gave me. The person who gave his name as John Smith went into the remand yard at Giltspur Street Compter; several times afterwards I saw him there, and afterwards on the trial. I knew his name to be Daniel Garratt. Maynard had a shilling and sevenpence in his pocket, and John Smith gave him a sovereign. I only saw Garratt and the plaintiff together once; the plaintiff came by himself very often. Wareham said something to him; I cannot say what it was; it was something about a Writing Case. The plaintiff said something about a distress warrant. Something was said of what was to be done about the goods, but I cannot say that Maynard told the plaintiff from whom he had got a writing case. The plaintiff said to the effect, ‘Why did you not tell me that before?’ Maynard said, ‘that was the man,’ meaning Garratt, who



had been there *the day before*; upon which the plaintiff said, 'I wish you had told me so before.' The plaintiff gave me information as to Garratt.—Now, gentlemen, you find presently that another witness states what was the same thing; and that, if the turnkey stands pretty close, in a situation favourable, if you speak in an ordinary voice, he hears what is said.—Now, you observe here, Maynard of course has an interest in screening himself; he has an opportunity presented to him, before going up to the magistrate, to pass the guilt off himself to another person; and if the plaintiff be an accomplice, why, they would *naturally seek in some way to play off the innocence of both*. That was exactly the position in which they were placed; and they would therefore be obliged to talk Enigmatically, in order to prevent the turnkey understanding what was going on. Maynard says, 'Garratt is the man who took the box;' on which the plaintiff says, 'Why did you not tell me so before?'—The plaintiff heard that was Garratt, the man who stole the box, and who had been to Maynard, leaving him money; therefore, *whether he was acting bona fide*, when he said 'Why did you not tell me so before?' or *whether that was a mode of playing off* before the turnkey, as that turnkey might then have supposed it, or known it before, you will judge upon the whole facts of the case. You are not to Suspect without reason, but you are not to reject suspicion when based on reasonable grounds; (Evidence continued).—'He said something about a writing case, and the plaintiff said something about a distress warrant: something was said about something that was to be done,—I cannot say that Maynard told the plaintiff from whom he had got the writing case; the plaintiff said to the effect, 'why did you not tell me that before?' Maynard said 'that was the man;' on which the plaintiff said, 'I wish you had told me that before.' Plaintiff gave me information of Garratt, and I gave him Collard's address, and advised information to be given to Collard, and told him to take a cab, and he said he had no money. I told him, if he gave information of any good, he would no doubt be liberally rewarded.—You must judge of this, whether, when it was said before the turnkey, 'Garratt was the man,' whether this information he gave the turnkey was *only a repetition of what* was said in the turnkey's hearing, or whether, when he had got the information, and asked to know what to do with it, and is advised to go to the people concerned and tell them, and he will be paid for it, *whether there is honesty and sincerity in this*. You are to judge and say whether the plaintiff is *so honest and so simple* a person, that, when he heard Garratt was the man that took the box, for the first time he had heard it, he did



not know what to do, and thought it necessary to apply for advice to the turnkey. You will judge of that. Now he (the turnkey) says that 'the plaintiff came there repeatedly afterwards, up to the time that Maynard was removed to Newgate for trial. The information given by the plaintiff was *a fortnight* after Maynard was in custody, and he gave me the information at the same time that I gave him Collard's address.' The defendant relies on that as bringing Garratt, the plaintiff, and Maynard into Connexion, and as showing the plaintiff lending himself to the giving of the False address. How far he is a party to that, you will see by the rest of the evidence.

"The next witness is another turnkey, William Springett—who says, 'I remember the plaintiff and Smith coming together on the 7th of August—the next day to that spoken of by the last witness. I asked Garratt his address; the plaintiff *looked hard* at him, and touched him. He said, 'why I was not asked that yesterday,\*' when the plaintiff touched him, and Garratt said quickly, '75, Edgeware Road.' I looked at plaintiff doubtingly, and he said, 'it is all right, it is all right.' It turns out his name was not Smith; and it turns out as well that 75, Edgeware Road, was not his address.

"Now, it will be for you to consider *for what purpose* and *for what object* the plaintiff was a party to being there with Garratt, and hearing Garratt give a false name and false address; and his not simply hearing it, but confirming it, by stating 'it is all right, it is all right.' That certainly is Important evidence, if it turns out that Garratt was a man mixed up with the felony—the felony connected with Maynard's imprisonment. You remember this circumstance—the going there and the giving of Garratt's address—his real name and address being concealed; and you will consider whether that is, in your mind, a circumstance showing the intention of the parties.

"The next witness is Thomas Tricker. He said he had known the plaintiff more than eighteen months before, during the time he lived in Howland Street. The plaintiff represented himself as *the landlord* on several occasions. Some questions arose, in the course of the cause, as to the connexion between Maynard and the plaintiff, Wareham. It appears, by the evidence, that on several occasions he represented himself as the landlord; (but his counsel says he was the man and servant;)

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\* Mr. Nash had requested the Governor to obtain his address, and put Collard in the prison, watching at that identical moment, with instructions to watch Plaintiff and Garratt thenceforth.

and he represented himself as the landlord for *some reason or other*, which you are to surmise. The reason, the learned counsel supposes, is vanity, to put himself off as a greater man than he was. But it is stated on one occasion he said *he was the landlord in company with other persons*,—and that statement will be entitled to more or less claim upon your attention when you consider that he acts as the landlord, and when you consider *what was the nature of and the true connexion* between them. You are to consider the nature of the connexion between them. The statement on the part of Tricker,—and he is not the only witness who speaks to it,—is that ‘the plaintiff represented himself as the landlord on several occasions:’ this was after Maynard had been taken into custody.—‘I had been at the office before Maynard was taken into custody. I cannot say who appeared to be Master. I only saw the plaintiff twice. I had been to see Maynard. I was in the service of Dr. Rogers, and Maynard acted as his agent. I heard of Maynard being taken into custody, and called the next day, and saw the plaintiff’s wife.’ This witness describes himself as a lodging-house keeper, and was servant to Dr. Rogers. ‘I saw the plaintiff the day but one after Maynard’s apprehension; he said ‘he was taken, poor fellow, on suspicion of a robbery at the Great Western Railway Company’s station.’ I asked the plaintiff if he thought he was guilty; he said he could not say if he was, but he supposed *there were a great many others in it*. There was property in the writing case that belonged to Dr. Rogers. The plaintiff called on me several times. I saw Garratt once after Maynard had been taken up. I saw him coming off the steps of the house, No. 19, Howland Street. *The plaintiff was with him on that occasion.*\* The plaintiff said there was a Writing Case belonging to Maynard, which contained property to a large amount, and that Maynard had told him to take care of it if anything happened to him, and that *he and Garratt* had taken it out of the house *while the officers were there*; afterwards heard they took some brandy also to be saved. I asked the nature of the property; he said it contained duplicates, and *memorandums* of various kinds, and that many of them belonged to Dr. Rogers and others. He said he was at a loss to know what to do about giving what I asked him. I asked him to let me see the property, and he promised to do so. I saw him afterwards, and he said it was in the hands of a person who had not yet opened it, and when he had, he would give me the property of my master when I gave him so much money. I was to give money according to

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\* Important confirmation of this was absent.

the duplicates found. *Maynard had told him to secure the writing case if anything happened; he expected the officers might come, and some execution might come.*' You observe what the statement is; that there is a Writing Case of Maynard which contains property; he is told to take care of it if anything should happen, and the plaintiff says that he and Garratt had taken it out of the house while the officers were there! That, you know, they must have done stealthily, if the officers *did their duty*. But this *was* taken out privately, while the officers are in examination. You find the plaintiff speaks of it, and that the plaintiff is lending himself to Maynard, in order to remove the writing case given to him, and you find him handing the contents to some other persons. But the motive assigned by the counsel for the plaintiff is, that 'however proper or improper it might be, it has nothing to do with the felony; it is merely to protect it from the execution of the officers, and not for the purpose of concealing evidence, or protecting felons.' I apprehend you will judge of that, when I allude to the rest of the evidence.—'He afterwards produced a great many duplicates he had taken from the box; that was at Mr. Tolman's, at the 'King and Queen.' He told me to select what I might be disposed to take, and to give him some money for them. I saw a handful; he offered me two. I bought one for three shillings; that was an article that had been pledged for £5. He spoke to me of Garratt; he told me he had been to the prison; he said Garratt and he had visited Maynard, and Garratt had passed off in the name of Smith. I heard afterwards Garratt had been taken up, and I talked to him about it, and he said Maynard had told him Garratt was the thief, and no other man. He had told him to give him up; *the plaintiff said 'he had advised Garratt to go'*\*; he believed, if he got out of the country he would escape the hands of justice, *and Maynard might get off also.*'

"Now the learned counsel for the plaintiff has very properly dealt with this evidence; he has offered you observations with the view of showing to you that you ought to doubt or discredit the evidence which was produced on the plaintiff's cross-examination. Whether the attack which is made on this man's evidence is successful or not, you will judge; but it is proper to remark, you will not be governed by any *one* fact, but you will say, Whether or not the cause imputed to the witness's conduct *tends to excite suspicion*? It depends not on facts stated by one witness, or two, but on the several facts that are brought forward. If

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\* Important confirmation of this was absent.

there are certain facts that affect the credit due to the witness, you will exercise your understanding and reason about it: if you think it depends on several facts, some of which are beyond all doubt, and which when defined will lead to a different conclusion, you will exercise your judgment upon it, and decide accordingly.—‘ He said he advised Garratt to go; and if he got out of the country, that he would escape the hands of justice, and Maynard would get off also.’—Now, supposing that evidence was true, one would imagine it could have but one meaning and Effect. ‘ He said he had advised him to go.’ By-and-by, you will come to hear what Garratt said. You will say if he did advise him to go, and did do so with the desire that he should get off, and that Maynard should get off; That advising him to go,—under the circumstances that appear in this case,—*was a harbouring of him with intent*, and in the meaning of the plea; and whether that circumstance is one that would justly *lead to the Suspicion* that he was connected with the crime with which they were charged, will be by you to be judged of with reference to the facts. ‘ He said, that Maynard’s brother [Gregory] had gone to America, at that time he had advised Garratt. He mentioned this only once, and that was before Garratt was taken. I talked to the plaintiff the next morning at the King and Queen, about 10 o’clock, as far as I recollect; it might be later.’ The next morning means the morning after he [Wareham] was taken by the officers, ‘ when he told me he had been to the Station, and had had plenty to eat and drink, and half-a-crown given him; he said he had plenty to eat and drink, and he would be glad enough of another such a job, as he would not have earned so much at home.’—How much depends upon the probability of that statement, and many others, you will be the best judges of. If the plaintiff really was connected with him, he might be very glad of his Escape, and might undervalue the inconvenience he had sustained by the imprisonment—If he was not guiltily mixed up with him, I quite agree with the learned counsel for the plaintiff, it is extremely improbable that he should have made that statement; the probability of that depends upon other parts of the case. A man who is taken into custody and apprehends a prosecution, if he is a guilty party, would be glad to escape upon such terms. That may be a matter deserving your consideration. Such is the statement as it is offered to you, for the purpose of rebutting any idea of the extraordinary hardship the plaintiff may have sustained. It is not offered to you by way of evidence to show that the plaintiff has no cause of action against the defendants, and that he is satisfied with the half-crown given to him,—and it is not pleaded in that way;—but it

is offered for the purpose of showing that at the moment the plaintiff was complaining of any hard usage, any such usage he had denied.

"He further says 'he heard the plaintiff on one occasion say a BILL of Mr. Prance's was Missing from his Case; he said Maynard's Desk contained property to a great amount, and *if the Officers discovered it, it would play the devil with Maynard.*'—There is another circumstance stated by this witness in relation to that case [desk], and to the effect which the discovery of it might be supposed to have on the parties whose object was to prevent the discovery of it by 'the officers.' Now what officers are referred to? were they sheriff's officers, or the officers of the police? Did these men distinguish between the two?—or did it mean any officer who should come?—and that a knowledge of the Contents of the box would have the means of affecting Maynard very seriously? 'I was present at Maynard's examination at Guildhall; the plaintiff has spoken about the contents of the box several times; he said they were of value, and that Maynard had desired him to take great care of them. I became intimate with the plaintiff in order to get my master's property. Maynard had furniture and glass of my master's. He had duplicates. Dr. Rogers trusted property with Maynard to take care of for him; he had made away with a part of the property. I am a lodging-house keeper. I knew Maynard after he was in custody. I go out waiting wherever I am employed. I have told Mr. Nash the above at my house, and also elsewhere. I have had three or four Interviews with Mr. Nash, not a dozen. I saw Mr. Nash, it might be eight months ago. I attended Maynard's examination at Guildhall and at the Old Bailey. I did not see Mr. Nash at the Guildhall or the Central Criminal Court. I did not tell him I saw the plaintiff at the Central Criminal Court. I was present when Maynard and Garratt were Examined in Chancery Lane.\* I saw Mr. Nash; he did not tell me Maynard had been examined. I did not talk with Mr. Nash that morning. Dr. Rogers told me Maynard was going to have an examination, and he sent me down.'—It appears his master had lost some property, and hearing these men were going to be examined, he sent him down to hear what passed. '*The plaintiff told me about a bill of Mr. Prance's being missing.* No one was present when the duplicates were offered to me; many of the duplicates were delivered up to Dr. Hoyland.'—That person's evidence is important, and well deserving of your consideration as to the credit which is due to the evidence. *If true, it goes a long way to prove the most material part of the defendant's case.*†

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\* As Witnesses in this cause.

† Much confirmatory evidence was absent, and this Witness is a respectable man.

"*Arthur Spencer* is the next witness, and he describes himself as a marine-store dealer. He had known Maynard four or five years; he used to attend sales with him; he knew him before he went to live in Howland Street. 'I cannot say I ever saw him in Howland Street.' He had been to Howland Street, and saw the plaintiff several times there. Mrs. Wareham opened the door; there were several lodgers there. I have called in Howland Street when the plaintiff appointed to meet me; he said Maynard was merely a lodger, and that the house was his. It was two months before Maynard's apprehension when he went to Howland Street and saw the plaintiff, the plaintiff's wife, and her sister, and one Dannaville.—'Those parties and myself dined there; we dined in the kitchen.' I understand the objection was to the plaintiff having represented himself to be the landlord, and other persons supposed Maynard to be the landlord; the question was, 'who acted as master and presided at the dinner-table? who acted as host?' he said he could not tell. It might have been that they were dining at a round table in the kitchen, and in that case it would be very difficult to tell who presided or sat at the top. 'At about ten o'clock on the day after Maynard's apprehension I went to Howland Street; it was in the evening part, I did not see the plaintiff. I believe I saw him three or four days afterwards. He said there was a writing Case Maynard had had in his possession, and he was detained through it; he had the devil to pay at home; that he had been to a broker, who refused to act, and he had been obliged to go to Davy, and that he would be obliged to have a sale by auction with Maynard's consent.' If he was the Landlord of the house, I do not understand what Maynard had to do with a Distress in the house. 'I attended Maynard's examination. I went down to Guild-hall to hear his trial. I received a letter from Maynard as to the plaintiff—Maynard had told me to get a writing Desk from him, and he wished me to act as his Agent, for the protection of his wife and daughter. The plaintiff said he should not give it up unless he had something for it. *The plaintiff said it was in the hands of a friend.* I asked him what money he required. He said certain goods of his had been removed with Maynard's things; he sent me to a friend of his at the corner of Berners Street, and I went to the office of a person of the name of Sayer. I went to a public-house where Maynard's brother was, and the plaintiff said that they—he and Garratt—had taken the wine out, and the plaintiff said it was by Maynard's instruction. The plaintiff said that Maynard had said Garratt was the man,—that is, the man who stole the box,—that he had been to the railway station; and I said I

had been to Mr. Nash, and had seen him, and he told me Maynard had said Garratt was the man, and *Nash said he knew all that*, but he did not want to do with him. The plaintiff said he had been to the railway Station and found Garratt was not the man, and that he had been in custody and had been discharged. *The plaintiff said Garratt came into the passage of the house*, and that he, *the plaintiff*, said to him, 'go,' or 'fly, or I must give you in charge.'\* He said Garratt had come into the passage in Howland Street. This happened the night before. He told me of it the morning after Maynard's apprehension. He told me about his having been to the railway station after he told me Garratt had been in the passage.—This part of the evidence applies to another portion of the case. Then he goes on to repeat what I have before read.—'He said *the writing case of Maynard had been cut open*, and he said *the Papers had been taken out*, and the *Case destroyed for the benefit of Maynard*.' There is another statement that goes to support the former, that *the papers* had been taken out of Maynard's case, and destroyed for the benefit of Maynard. And yet you find it said that the taking away of the writing case was merely to avoid its being distrained, and that it had nothing to do with the felony! But taking it away to prevent its being distrained, if the fear is that by its being distrained evidence could be discovered that would affect Maynard or Garratt, *that would be acting in such a manner as fairly to justify suspicion*.\*

"With regard to his own innocence in the matter, *it appears that the plaintiff had taken out and destroyed some of the Papers for the benefit of Maynard*; this you will observe first; and, secondly, a writing case is spoken of in the presence of the turnkey, and something is said about his not knowing what to do with it. It is spoken to by one witness, Springett, and by the broker, Spencer. Now, on cross-examination, he says, 'the plaintiff did not say who destroyed the papers. I understood Garratt had been taken up and discharged. I first told Nash about Garratt after Maynard's second examination [on 12th Aug.]. I told Mr. Humphrey, and he told me to go to Mr. Nash. I went from Maynard to tell Nash that Garratt was the man.' Whether *Maynard was anxious to make favour by stating that Garratt was the man, knowing that he was to Escape*, or whether he intended also to sacrifice Garratt for his own benefit—however that may be, it appears that Maynard very soon Afterwards denounced Garratt as the guilty person. 'I was asked to be a witness about a month ago, I think, by the lawyer.

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\* Confirmatory evidence of this was absent.

He, plaintiff, told me he had told Collard. He went to Mr. Nash, and Nash said he did not want Garratt. *He asked me what proofs I could give against Garratt? and I said none but Maynard's statement.* Now, observe, Maynard stating that Garratt was the man, and he going and telling Mr. Nash, *if Mr. Nash doubted his bona fides, it is very likely he would say 'I do not want him.'* That is quite consistent, and nothing is more likely than that he should say, 'I do not want him.' The learned counsel says, 'What did Mr. Nash do?' Set a watch on Garratt,\* so as to be sure he could take him when he pleased. He uses the information given to him, that Garratt is the thief, by sending a policeman to watch at the Compter for Garratt.† Therefore, what the prosecutor says to the witnesses Connected with the supposed felons is not to be taken literally according to the expression used; *but in dealing with men of this kind it is necessary to be careful, and act as a prudent man would do.* It appears that Mr. Nash really AFFECTED INDIFFERENCE as to the implication of Garratt, and *he does what is natural*—he sets a watch on Garratt, in order to see *if he could get Evidence to warrant his apprehension.*‡

"The charge against the defendants is, that they acted too precipitately, and did not wait till they had information that *by law* would Justify what they had done. The apprehension of Maynard would not justify the apprehension of Garratt. Then the witness is cross-examined, and he repeats again,—'I told Mr. Nash about Garratt, and *he said, Without you can give me sufficient proof that he is the man, how can I act?*'

"*Joseph Halfpenny* is called, and he says, 'I have known the plaintiff about five years. I remember his going to live in Howland Street. He said that Maynard was sent to prison; he said no more then. Garratt came with a parcel to my house in the month of August, 1845, [the 6th 'or 7th.] I saw no one on the box; the cab that brought him brought a small leather portmanteau, and he told me to take care of it till the plaintiff called for it; *the plaintiff did call in about three weeks or a month;*§ he called and asked for the parcel. I was told by the plaintiff a day or two afterwards, that Garratt had left the parcel. I went in a cab with the plaintiff as far as Bedford Row. [Fennell & Co.'s,

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\* A Watch was ordered before this, but Garratt could not be found.

† Garratt was not at the Compter after 7th August to be watched.

‡ That watch was sadly mismanaged. Garratt was engaged in several robberies pending it, and none of his associates were discovered.

§ Plaintiff arrested 20th August.—It was before that.



Plaintiff's, and Maynard's attorneys, Sayer their clerk.] The plaintiff did not tell me to whom it belonged. He afterwards told me the contents; it had a quantity of duplicates; he said no more; he did not say how it was opened. The leather case was like a good-sized child's copy book, or a little longer.' Mr. Halfpenny's evidence goes no further than to show that there was a parcel brought by Garratt and lodged in his house, and that the plaintiff came and fetched it away.

"The next witness is *Mr. Davey*, and he says, 'The plaintiff told me that Maynard had been taken into custody for a robbery at the Railway, and he said there was a leather Case *that Mr. Nash and Collard were in search of, and that he took care of it.*'—It is obvious that if Mr. Nash and Collard were in Search of it, it was because they *thought it contained evidence for the prosecution, and it seems 'he took care of it.'* 'I have seen the plaintiff and Garratt together. The plaintiff took me with Garratt to a public-house a week after Maynard was taken. He said there was a *writing Case, and he should take great care of it, for the Officers were in search of it.*'

"Now, Gentlemen, there ends the evidence upon the more substantial parts of the case, and then begins the evidence for the purpose of letting in *Garratt's Examination*. Avery is called from the Clerks' Office at the Central Criminal Court, Lawrance from the Prison, Masterman the Officer of the Hulks, and Everest from the Secretary of State's Office, in order to put in certain returns to show that Garratt was sent out of the country.

"Mrs. Maynard is called, and I agree with the learned counsel that she really relates little or nothing to the purpose. She is separated from her husband, and is in no way able to give any information upon the subject [as far as she was examined].

"The next witness is *Chilman*, who is a person employed at the railway station. He said, 'It was on the 14th of August, I think the 12th or 14th, the plaintiff came, and I was sent with the plaintiff to the solicitor's office. The clerk said (that is Mr. Seymour Clarke, the clerk at the railway station), he should have nothing to do with it, the plaintiff might go to Mr. Collard or to Mr. Nash; the plaintiff told me that Garratt was the man, and I told Mr. Nash so. I did not recollect Mr. Nash saying he did not want him, I did not hear what he said. Watch was set on Garratt.\* I made no inquiry for Garratt's address. I was told to go to the Compter\* and to watch the persons as they came out of it.

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\* This was a week before; namely, on 6th.—Garratt was not there after the 7th.

Garratt's name was not mentioned. Collard was to tell me who went in to visit him, and I was to watch them. I made a memorandum in the same evening [of the conversation]; it was on the 14th of August.

"The landlord (Ludeman), who is next called, says 'Garratt lodged with him in 19, Queen Street, not '75, Edgeware Road.' He gave me a week's notice to quit, and he left on the 12th of August.' So that having left Queen Street, his former residence, on the 12th of August, on the 14th the plaintiff goes to the Station and says Garratt was the thief. On the 7th, when he was present, instead of his address being given 19, Queen Street, where he was living, it was '75, Edgeware Road,' and the name 'John Smith';—*that is most material.*

"*Mr. Bush* is the next witness who is called. Now, certainly there is no slight reason to imagine here *that there has been some Extraordinary Conduct in these transactions.* Mr. Prance has got back his box. Well, but Garratt and Maynard have been prosecuted and convicted; and they have been prosecuted and convicted of the robbery of Mr. Hartley's property certainly, but not by Mr. Hartley, but by the Great Western Railway Company. Mr. Bush is called, and the learned counsel (for Plaintiff) made a Statement as to his evidence. He did not say 'I did not know there was a robbery,'—because if he had *known* it, he would have been guilty of the highly criminal act of compounding a felony. But what he said was—and I shall read the evidence,—'there was no evidence before me of a robbery, but the contrary.'—What he called the 'contrary,' and who he believed the man to be whom he was Dealing with, I do not know. I am inclined to think that you will draw a very different inference from the evidence. Mr. Bush says, 'Mr. Hartley was introduced to me, as a client, by Mr. Glyn, of the firm of Glyn, Mills, & Co. He applied to me about a loss.'—You know that stolen things are always said to be found when a reward is claimed, and are to be recovered if a reward is offered.—'The loss was advertised in two ways; there is an Advertisement on the 20th of May, and after the advertisement he received several anonymous letters.'\* Now, Honest men, when a thing is advertised and a Reward is offered, do not answer advertisements by Anonymous letters, but they go forward fearlessly and honestly to give up the property and take the reward. He says 'the advertisement was answered by anonymous letters; then I answered those anonymous letters; and Maynard, in consequence of that correspondence, came on Friday, the 23rd.—I told him I was

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\* Similar to Prance's.—Mr. Bush readily came forward to assist with this Evidence.

willing to stand by the advertisement, and offered him £100 reward. He wanted more, and talked of his trouble. I agreed to give him £150, and he said that was £50 for himself. He was to signify by a time stipulated when I should go to his house for the box.\* Instead of the box being brought and delivered up, there are anonymous letters; then comes Maynard, and bargains with him for the reward, and for a further sum; and then an appointment is made at a certain time, when Mr. Bush is to go to his house to receive the box.—‘He was to send me word. I received a note to go on the 27th of May, at eight o’clock in the evening. I went to the house, and gave him £150 in gold, and he gave me a promissory note.’ That turns out to be a promissory note, payable on demand, for the £150! That is to say, although Maynard would not trust Mr. Bush with the box without the reward, or those who held the box would not trust Maynard, because, perhaps, they thought it was not Safe for Maynard to have the box, or to take the box to Mr. Bush, because Mr. Bush might then have laid his hands on the box, and have kept the box, without paying the reward,—and therefore the box is not brought;—yet Mr. Bush gave him the £150, and Maynard gave him a note payable on demand.—Here is an advertisement, then a calling—and bargaining—about the £150;—then a direction is given,—then a note payable on demand;\*—*it is a very curious transaction*—an anonymous case, a note payable on demand for £150, without any condition, upon the face of it, to show why it was paid, as generally is the case.—‘He gave me a note, and I paid him in sovereigns.’—It seems that all rewards are paid in Sovereigns—never in Notes; and the short reason is, notes can be traced, and therefore it all depends on the credit of the man who paid it. It seems they look after that; for a man might prove he got a note on such a day from the Bank of England; the Bank of England would prove what note came in, and by whom it was paid; and so you might be able to show its passing through the hands of a number of persons, and how they came by it: therefore, to avoid all this, the reward is paid in sovereigns, about which there could not be that risk of inquiry.—‘I took the note, and then I left for two hours.’ He was not to wait to get the box even. ‘I left for two hours; he said he had to go a great distance for the box, and he would return.—He gave References to his respectability.’† Mr. Bush was not an inexperienced man, and yet he was satisfied, without further inquiry, as to the respecta-

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\* See Documents in Appendix.

† To Fennell & Co. and Sayer,—the same as to Mr. France.

bility of Maynard.—‘I went to Maynard at half-past eleven at night! and saw the box, and opened it, and examined the papers. I remained there an hour and a half, and then I took the box away.’ Then he says, ‘the anonymous letters I have destroyed, but I kept the Envelopes!’ Whether Mr. Bush had any doubt about the manner in which he was getting the property back, and thought it as well that the letters should not be seen which might *affect him*, I do not know, but it is rather an odd thing to destroy the letters and keep the covers: people do generally destroy covers, but they keep the letters; here Mr. Bush reverses the order, and keeps the covers!

“‘*Homo Mundi*,’ and ‘*Pasceoli*,’ these are the advertisements:— ‘£100 Reward. Lost railway-share certificates, or deposit notes, in the following Companies’—then it gives a description of the numerous companies—‘with numerous other documents and papers, of no value to any one but the owner. All the numbers of the above certificates are known, and measures have been taken for preventing their being legally negotiated; and persons dealing with them will be held responsible, criminally, for all consequences. Any further information respecting the same may be obtained by application to Messrs. Bush and Mullens, 7, St. Mildred’s Court, Poultry, London, by whom the above reward will be paid if the property is restored within one week from the present date, and upon Satisfactory Explanation of circumstances.’ I think the advertisement is rather a formal one. It does not appear to have added, that there was no great necessity to give an explanation after he got the box. Then there is, in the same paper, ‘£20 reward. To cabmen and others. Information wanted of a cab that took a gentleman to the Euston Station,’ &c. Those are the first advertisements. Then comes the correspondence, the anonymous letters, and so on; and then you get this advertisement: ‘*Pasceoli*. First instalment received, terms accepted, and confidence may be given without reserve. None but principals need apply. Address, marked private, B., Esq., only.’

“Now, what does all this mean? Is this the case of a *lost* article, that Mr. Hartley left in a cab—not taken possession of by anybody with the intention of committing a felony by stealing it, but taken with the intention of returning it, and delivering it up to the owner when that owner shall be discovered? You are men of business; you are men of the world. Do you think, from your own personal experience, that one who sets about the recovery of property of which he had been robbed—do you think he would be unable to distinguish between the

circumstances of an article being lost and taken possession of honestly and freely, and one taken possession of with the criminal purpose of concealing it, and applying it to the purpose or object of private gain, by disposing of it, or, in the alternative, giving it up, but not unless the reward offered satisfied the avarice of the party who has obtained possession of it? You will judge if this was taken possession of with the intention of withholding it and stealing it, and of restoring it on a reward being offered. Look at the nature of the advertisements, what character they bear: look at the whole way in which the transaction is conducted, and say whether or not you are satisfied that Mr. Hartley's Box was Stolen, and the restoration thus compromised between Maynard and Mr. Bush.

"Now it is necessary to turn to *Garratt's Examination*, which is the remaining part of the case. Now Garratt, you observe, as it is in evidence before you, was brought up and called upon to plead to seven, eight, or nine cases. He pleads guilty to some. The statement is, that he pleaded guilty to some, and afterwards withdrew his plea as to some of those, and is now suffering sentence of transportation in the Bermudas. It is said that Garratt here is the friend of the Defendants, and Maynard is subpœnaed as a witness for the defendants. It is obvious that the defendants, who have prosecuted and transported him, could have had little reason to expect that he would serve them to any extent beyond what he was compelled to do. It is then said by the plaintiff, 'You have not called the other man, Maynard; he is in court.' Whether the defendant's calling one of these two criminals, prosecuted by the defendants, would be very advisable, I do not know; but Maynard has been Examined, and both sides have seen his Examination. Maynard is not the man now to talk about his 'respectability;' and I dare say you will have as little doubt about it now as Mr. Bush had then—moreover, where he is speaking of himself as a friend, to be cautiously watched; and you may take for granted, that as he has been examined, and as his evidence was not produced, that he said nothing favourable to the defendants. You might just as well say, that he did not say anything favourable to the plaintiff. I never heard of a man calling his Opponents Associates. The plaintiff certainly here is Opposed to the men who have prosecuted Maynard; and it may well be, that one who has Sympathised with him as he has done, and who has sought to establish his innocence, *would not have given Maynard any motive to speak adversely as to any facts connected with the matter in question.* There seems much more reason why the plaintiff should call Maynard than

the defendants; and I take it for granted, that if Maynard's evidence would have served his purpose, the plaintiff would have done so; and we may equally take it for granted, that as he has not done so, it did not serve his case.

"Garratt has been examined, and you will consider the situation in which he stands. See where he stands,—a convicted felon,—and see whether his statement has a leaning to one side or to the other, and give an answer according to your impression as it represents the truth, whether or not it favours one side or the other. The learned counsel for plaintiff in reading the examination omitted several parts of the evidence, more particularly in the parts applied to Mr. Nash, for while he read some things adverse to Mr. Nash, he *omitted some most material parts*, and to those I will call your attention. The Examination is *exceedingly important when connected with other evidence*.\* He says, 'I had in my possession a box containing scrip in May or June last; I took it to my lodgings at the Dolphin, in Oxford Street. I kept it there.' So that at one time he appears to have lived at the Dolphin.—'I afterwards knew of a reward offered for it—a reward of twenty pounds to the cabman who took it from Hanover Street to the Birmingham Railway, which is the advertisement now identified by me in the *Times* newspaper, dated Tuesday, May 20th, 1845. I afterwards saw Charles Maynard;—Mr. Maynard, I believe, then lived at 19, Howland Street, Fitzroy Square. I met him *promiscuously* in Duke Street, Oxford Street, the same day, I believe, I saw the advertisement, for the first time, and I went with him to a tailor's in Robert Street, Oxford Street.\* I consulted with Maynard about the box containing scrip.'—One allegation of the seventh plea is, that Maynard had received the box from Garratt knowing it to have been stolen.—He says, 'I had a box in my possession, &c. I went with Maynard to a tailor's in Robert Street, (this was after the advertisement,) and I consulted with him about what was to be done.'—What was there to be done by them, if it had been *an honest transaction*, but to deliver it up and to get the reward? Knowing a reward is offered, he consults with Maynard about what was to be done, and it was arranged, he says, 'to write a letter under a *fictitious* name under which the letter was told to me afterwards.'†—Then we come to the fact of the Negotiation. 'There was a negotiation for the delivering up of the box by Maynard.'—That was in writing.—'There was an agreement in

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\* Much confirmatory evidence absent.

† Same thing as to France's (see Appendix).

writing besides this writing for the delivery of the box. [See *Homo Mundi*, No.] The same persons were parties to this agreement; there were three of us: Maynard, George Simmons the chemist, and me. The writing was by letter, and answered by advertisement in the newspaper. Mr. Wareham told me he had fetched a Stamp.—We have but one occasion on which a stamp is produced [for the promissory note]. The learned counsel for plaintiff says anybody could fetch a stamp. If you take that alone, you may take letters alone, and they amount to nothing; but if you put them together, they make out an important word. So with facts: take a fact individually, and it may be unimportant; but facts, when put together, very often become of great importance. What stamp did you hear of? Upon the occasion when there is a promissory note written for £150, given to Mr. Bush, and when you see the plaintiff was present when that note was written—(I mean at the house)—you must look at the facts, and draw your own inference. There is a note to be given for £150, for the short time in which Maynard is to go from his house and fetch the box, to be delivered to Mr. Bush. Wareham certainly appears to be the person who fetched the stamp.—‘He told me he had fetched a stamp; that some gentleman had been there, and that he had fetched a stamp. Mr. Wareham was living in the same house with Maynard when he told me he fetched the stamp. I saw Wareham some four or five times at Maynard’s house; he opened the door to me, and sometimes his wife. On one occasion he was in his shirt-sleeves, as if he had been at work up stairs carpentering or painting. I asked him to have some beer with me, and he said he was very dirty, and that he was very busy. I delivered up the box to Maynard; it was a grand illumination night about ten days or a fortnight after I had it. The box I delivered was in size about twelve inches by fourteen; it was covered with brown leather. It was stamped into the leather ‘—Hartley, Esq., Halifax.’ It was about a foot deep; when it was delivered up, it contained everything that I found in it but two bunches of keys.’—You observe the advertisement to Pasceoli, ‘first instalment received,’ goes to show that the parties were negotiating; they took the keys out of the box, and they were sent, and consequently formed the ‘first instalment,’ or the first part of the delivery agreed to be made. ‘It contained Bills of Exchange and Railroad Scrip. I saw Maynard part of the way home with it wrapt up in a shawl; he and *George Simmons* took it away from me: I did not see him all the way home. I received some money for the delivery of the box: I received £50, Maynard received £50, and *George Simmons* received £50. The box also contained many Bankers’



cheque books. I found the box in a cab about two days or thereabouts.' The word 'found' it seems to me is a very equivocal expression, and in half the defences at the Old Bailey we find that they are made by persons who *find* the things which they are charged with stealing. If he went to any expense and trouble to restore the box, or acted unfair, as if it had been stolen, you will judge from the whole of his conduct. The learned counsel for plaintiff threw out a defiance as to the law depending on the *intention*. Beyond all doubt there was intention; and what intention would any man taking things from a cab, who hears a reward is offered and does not deliver it up, but stipulates for a further sum of money before he will part with it—what intention could he have? What do you think of his intention? Was it to appropriate it unless they gave a reward equal to satisfy his dishonest intention of appropriating the box?

" 'I had a writing case in my possession belonging to Mr. Prance; it was a green box, Bramah lock, and fitted into a brown case. It was directed '— Prance, Esq., Netherstowey, Bridgewater.' It came into my possession a long time after the other box; it might be July or August. I applied to Maynard, *as before*, about this box, getting him 'to dispose of it *as he did before*.'—Why, he knows whose box it is; there is '— Prance, Esq., Netherstowey,' on it, and yet he advises Maynard 'to dispose of it as before.' 'I only saw Maynard for that purpose. There was a Negotiation for the delivery up of the box—it was in writing by letters, and the answer was in the 'Post' Newspaper I believe upon this subject. I saw Maynard in Howland Street, *as before*. I did not see Wareham there during the time of this negotiation, but I saw him after Maynard was in custody.—Mr. Prance was to give £25 for the restoration of the box and its contents. The £25 was to be divided between me and Maynard. I wrote myself to Mr. Prance, to—' Mr. Vaughan Prance.' I had the Case in my possession some three or four days before I wrote to Mr. Prance, after I communicated with Maynard. I wrote, Maynard dictated; two or three letters were sent—I put one into the Post-Office; the others I believe Maynard did.—I did not see Maynard put the letters into the Post; I went with Maynard into the City\* about the restoration of this writing case.'—This is material, as the learned counsel said, why did they take the plaintiff into the City? The offence was the delivery up of the stolen property at the Guildhall Hotel; that was the offence. 'I went with Maynard into the City about the restora-

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\* 5th August—day Maynard arrested (see Appendix).

tion of the writing case; I went to a friend of mine who keeps the Blossoms Inn; Maynard went there with me, but did not go in. Maynard took the case into the City, and left me at the door of the Blossoms: I went in, and he passed the gateway to go to Guildhall Hotel. I never saw the case again until it was produced at my trial. I never got any money for its delivery up. I waited at the Blossoms some two or three hours.'—Maynard it appears had got the money and did not come to share it with his fellow-criminal. 'I went home. *Wareham came to my house the same afternoon.* I was standing in my balcony and he called me down: he said he wanted to speak to me. When I went down, he told me Maynard was locked up; that the officer (that means the Police officer)—the officer Collard had been to 19, Howland Street, and searched the house, and he asked what was to be done.'—That is the connexion of Garratt and Maynard—Maynard is in custody; the officer searched the house, and Wareham asked Garratt what was to be done. 'There was another man [Gregory] with the plaintiff Wareham. Wareham whispered to me that the other man passed as Maynard's brother, but he did not believe he was.'—Wareham had advised Garratt to go out of the way to America, and said that Maynard's brother was gone there.—'I told Wareham that Maynard had gone into the City to give up something, and that I thought nothing could be done with him. We had some conversation as to what could be done; *he was very much agitated.*'—Why was he agitated? 'We had some conversation as to what could be done; *he was very much agitated, and so was I*; he said he would go in the morning to the Compter and see what could be done.'—This was the commencement of the difficulty: and this is a case in which there are several circumstances showing the *connexion for a purpose and object common to all these parties, one acting one part and another, another.*—'We three went together to Maynard's house—I am not sure whether we all went in,'—he calls it Maynard's house—'but I believe me and the other man went into a public-house close by Maynard's house, and Wareham went in and came back to us at the public-house. We had some conversation, but there was so much of it that I do not recollect one-half or a quarter of it.' We then all three went to some Lawyer's house [Sayer's].\* We all saw him; at first I waited outside, but Wareham called us in.'—Wareham went in first, and this man Garratt is left outside.—'Wareham called me in, and wished me to speak to the lawyer about it: he told me at the time who the lawyer

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\* One of the papers (Appendix) on the negotiation with France was in Sayer's writing.

was, but I do not now recollect who he was; he said he was a friend of Mr. Maynard's. I Objected to go in, but at last I did.'—Now, if the plaintiff knew this man was innocent, why should he take him with him when Wareham goes to the lawyer?—'We all three went into the same room, but the gentleman took me into the adjoining room, and I conversed with him there.—I think the door was shut or on the jar.'—That makes a great deal of difference, whether it was shut or ajar.—'The lawyer afterwards saw us all together in the room where we first were; I do not know the name of the man that was with the plaintiff and myself.'—He was asked 'what conversation took place when the lawyer, Wareham, the other man, and he, were together?' He says, 'we conversed generally about Maynard, but *as to anything particular I objected.*'—'I understood from Wareham, that *the lawyer transacted business for Maynard*: after this Wareham went home, and so did I.—The next morning I met Wareham at the Compter; Wareham said the other man was to come, but he did not. A great deal passed between Wareham and Maynard about getting away the furniture, &c., and whether Wareham, who had the key, should give it up, as the gentleman to whom the house belonged was there.—I believe it was arranged to get away the furniture and things, wines, &c., by night, or by stratagem. I then asked Maynard if he had any money? he said he had a little, and his watch; and I said I had a sovereign, and I also gave a guinea to Wareham for his attorney or counsel, or for some purpose. Wareham and I then went away in a cab *to try to get bail*. We called at some gin palaces—at a friend's of Maynard's,—Wareham told me he was a friend of Maynard's. Maynard, whilst at the Compter, told me there was some brandy at his house, which I might have if I could get it away,—and we then went to his house. I went at the Compter by the name of John Smith. The Turnkey asked me my name, and I said 'John Smith, Edgeware Road.' I laughed at Wareham.'—The turnkey describes the plaintiff as looking at Garratt; and it is plain this man confirms something that passed on that occasion. 'I laughed at Wareham, and said, I suppose that will satisfy them?' Wareham said, 'I have put my right name, as they know me—the officer was there the night before, searching.'—Now, you will see they went to the Compter, and Garratt, instead of giving his right name, gives a false name and address, *to which the plaintiff is a party to it*. But *he* gives his right name, and he says he was known. The learned counsel for plaintiff says, 'Yes, it might mean that he was known the second day, when he had been there the first day, and had given his name; therefore he

might say 'I am known.'—He says, 'Wareham gave his right name because he was known,' and that is the reason assigned.—'From the gin palace we went to Maynard's house. I got the brandy. Mrs. Wareham brought it out, and we put it into the Cab. Wareham went into the house, I did not.'—You observe Garratt going to the house and not going in—going with Wareham and not going in—coupling that with the fact, that Wareham advised him not to go in.—'I waited in the yard with the cab. I waited until Wareham came out, *as he told me to take away a Writing Case.*'—It is an odd man to choose to take away the Writing Case of which we have heard so much.—'He told me to take away the Writing Case. He gave me the Writing Case, and directed the cabman to drive to a public-house kept by a man named Halfpenny, where I was to leave the Case. Wareham said that I was to wait there till he came. I waited there until he came, about a quarter or half an hour. There was a great thunder-storm when he joined us. We had some beer, and I gave the case to Mr. Halfpenny, and Wareham told him to let no one have it until he called. I went home, and Halfpenny and Wareham went away together.—I saw the plaintiff the next morning; he said he was going down to take Maynard some slippers. I do not think I went down to Maynard a second time. Upon recollection I did. I don't know whether Wareham was there a day or two afterwards. He said he had taken him some shirts, or some slippers. I was never at the Compter but twice, except as a prisoner. There was some conversation with Wareham about my name and address, I believe; but I cannot recollect what it was. I gave the address, '75, Edgeware Road.' I gave this address because I did not choose to give my own—it was fictitious. Wareham heard me give that address, and *Wareham called me Smith before Maynard, and Maynard called me Smith also.* The Turnkey is never so far off but he can hear what passes.—Before Wareham was taken up, I recollect calling in Howland Street and seeing Wareham. I recollect some conversation between him and myself about Maynard. He told me'—Now, you have had a great many remarks made to you upon the evidence given by one of the witnesses of conversations in which he represents Wareham as having told him what he had said to Garratt, 'Do not come here; if you do, I must give you in charge:'—you will see whether that conversation is correctly represented, or whether, *looking at what passed*, he was not misconceived by the witness; and you will see whether that which Garrat states is not a correct version, or whether both are right; he says,—'I recollect some conversation between him and myself about Maynard. *He told me—'I*

*had better not be seen there, or come there, as Maynard had told it was I who gave him the box.'* But I did go in, and speak to Wareham. He said the officers had been, and *offered him sums of money to do anything for them*, and (I think he said Collard had known him before) to give what information he could respecting this affair. I believe he said the officers *wanted to know who wrote Maynard's letters* and posted them; and he said, *as they were coming again*,—he told Garratt that he had better not be seen there—that the officers had been there; they had offered him money to give what account he could of 'the matter;' and he said, as they were coming again, *there was nothing he cared for, as he had removed all the things away.*'—Now, certainly there is Garratt's evidence confirming the other's as to all that is material, namely, that he tells Garratt that he has been denounced as the person who had stolen the box produced by Maynard, and that the officers were coming to that house, and that he had better not be seen there; and he (W.) says he did not care for the officers coming, as he had removed all the things. That did not mean the 'officers in execution.'—'I went into the room. He showed me the table. Some of the drawers were open, some locked. I think he said the officers had opened them all, and taken papers from the Grate, &c.; and then I think we had some brandy-and-water. Wareham said he had a Box, or a Writing Case, or something—I think he said a Writing Case—that contained to the value of hundreds; he knew, he said, two or three hundreds. A day or two afterwards, I called again on him, and he said I was not to come there, as Maynard had told it was me that gave him the box. I said it was odd they had not taken me up, as I had not secreted myself. *We went away, I think together, in a cab.* I saw Mrs. Wareham on one occasion. I think once Wareham was present when I saw her. We had some brandy-and-water or brandy together in Maynard's room. They fetched it up. We had a great deal of chat, chiefly about Maynard and ourselves. I think Wareham told me that the Case I took to Halfpenny's belonged to Maynard, and the contents to some one that Maynard was agent for, who lived opposite. Every bill was restored to Mr. Prance.\* I named to Wareham, I think, that Prance's bills were worth £2,000. I do not know what passed between us. Afterwards Wareham told me he had some letters belonging to Maynard,—that he should forward them to him, or make away with them, or something of that sort, so that they should not come to the officers' hands.'

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\* One was not.

"I cannot conceive that the Evidence of the taking the papers, destroying them, and securing others from being delivered up, relates to something that was done without any object. *It must have the protection of Maynard, and the Concealment of Evidence*, that might be brought against him on his trial.—'He said he should forward them to him, or make away with them, or something of that sort, so that they could not come to the officers' hands.' 'The lawyer I spoke of was a young man about thirty [Sayer]. The conversation with him was on the ground floor, not very far from the Middlesex Hospital.—I said I Found the first Case in a cab; the second came to me *through another channel; a person brought it to me*; I did not steal it.'—*Supposing he had agreed with one of the servants of the Company* to take the Box off the platform: that he, Garratt, should appear as any other passenger, and the servant of the Company should hand it to him, and he should go along with it in a cab, and drive off; he *might* then say, 'I did not steal it.'

"On my trial at the Central Criminal Court I had no legal adviser. I had had one, but he paid no attention to me, nor I to him; his name was Thwaites. Mr. Thwaites was introduced to me in a case I had two or three years ago, in a case I had then. I did not send for Thwaites when I was in custody. Mr. Thwaites became my adviser, I believe, because they found a receipt of his in my writing case for business done before. I pleaded guilty to the charges because the boxes were in my possession. I once saw Mr. Nash.'—*Now, this is a part that is most material to put before you for the sake of justice.*—'I once saw Mr. Nash,\* when I was in custody: he came to serve me with a notice.'—That was a perfectly necessary and proper step to take, as he could not give evidence of the contents of those papers unless he had given notice. 'He was in my company perhaps ten minutes. Mr. Nash did not advise me to plead guilty.'—There is a positive denial that Mr. Nash had advised him to plead guilty. That charge would not be made against an adverse attorney, unless he had some ground for it. 'He did not advise me to plead guilty. Mr. Thwaites told me, if I pleaded guilty to Hartley's box, it might be better for me, or something to that effect.'—The plaintiff's counsel says, 'What a bad man Thwaites must have been!' He tells you the man says, I will plead guilty, because I had the box, and no doubt it means he got the box dishonestly, after it was stolen, and that that would be the same thing. And in such a case as that such a course as the prisoner is recommended to pursue is sometimes a circumstance in

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\* At suggestion of Mr. C. Russell, M.P.

his favour, sometimes not. The fact of Mr. Thwaites merely telling him that if he pleaded guilty to Hartley's case (for he may have been told about the Evidence in Hartley's case)\* 'you are sure to be convicted,' is only an observation made as a legal adviser, and could not warrant the observations made against him. You will say, by your verdict, whether you do see, in your mind, that there is any meaning beyond that, or any foundation for the observations that have been made.—'Mr. Thwaites was then acting for me as my attorney, and I had never discarded him. I had never given him any retainer. Whilst I was sitting in the cab at Guildhall, Thwaites came to me and said, 'Garratt, is that you? *I was informed* you were waiting down at Guildhall. I will assist you, and do the best I can for you.—Mr. Nash, when he came to serve me with the notice,' &c. 'He came to me just before I was going up from the Compter to the Guildhall, to serve me with a notice, but I do not recollect what he said about my trial.'—A question is then asked.—The plaintiff's counsel treats Garratt as an *adverse* witness for the Plaintiff, and asks, 'Upon your oath, did *he* say anything about pleading guilty?'—There is one part, that did not, I suppose, catch that learned counsel's eyes.—'I believe *he* said something about Hartley's affairs,† but I think I had made up my mind to plead guilty whilst at the Compter.‡—No, I think it was Mr. Thwaites.'—Having stated he did that before he said something about Hartley's affair, he corrects himself by saying, 'No, I think it was Thwaites.'—Certainly that was a most material part to have read in connexion with it. I am sure he (the Plaintiff's counsel) would have read it, had it caught his eye. A natural eagerness and great interest in a case oftentimes will lead us to see but half a passage; but when you read the other half, you see what it is. 'Mr. Nash pressed me many times to give the names of my associates who brought the things from the Railroad.'—So much for the '*finding*' of them.—'Mr. Nash has seen me two or three times. I cannot say whether I have had half-a-dozen interviews with him, or over. Mr. Nash did not speak to me on the day of my trial, but he did speak to me the day I went up to plead.'—He did speak to him. The Plaintiff's counsel puts that as a statement, that Mr. Nash spoke to him. He says he did not see him on the day of his trial, or the day before, 'but on the day I went up to plead; but I was so agitated, I did not know what

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\* And to save annoyance and expense to them.

† Who were engaged in it, &c.

‡ The Plaintiff's Counsel had stopped at this part of Garratt's Examination.



he said. I did not plead guilty to all the charges; I pleaded guilty to some, and not to others.' Whether he had distinguished between those that he did, and those that he did not Steal, does not appear. 'I did not plead guilty to all the charges, but guilty to some, and not to others, and I recalled some; *in point of fact, I was not guilty of stealing* in any one instance. I made that known, I think, to Mr. Thwaites.'—What there was else that he did make known does not appear; he says he did not steal. The man is talking to his own attorney, and he told him he did not steal. 'Thwaites told me, I think, they knew I was not the party who Stole them, but that *it was 'they' suspected some of their own men.*'—The plaintiff's counsel comments upon this, and says, What explanation are you to give of the Possession of the property being evidence of stealing?—at all events, it would be some Evidence of stealing, such as would be acted upon. He says, 'I did not, under any circumstances; and I refuse to give up their names.'—See what his conduct had been.—'Thwaites said the railway people thought that I was not the person, but he might have named Mr. Collard, or Mr. Nash, or the railway parties, but I don't know what he might have meant by 'they.'—Before Maynard was apprehended, I might have seen Wareham six or eight times,—perhaps fourteen times altogether. Before Maynard's apprehension, I do not recollect having any particular conversation with Wareham, but have met with him, and drunk with him.'—He has said his name was 'Smith,' and he gives the reason,—'When I was asked my name at the Compter, I was taken by surprise; I named my name Smith.—What I did say to the lawyer [Sayer] about Maynard's affair was in his own private room; only a few words said, as I Declined, not knowing to whom I was speaking, and what was said was when we were all together.'—There is no want of caution there.—'Wareham did not threaten, after Maynard's apprehension, to give me into custody; he did not say to me, 'Go away, or I will give you in charge; *he said I must not come there; the officers had been there, and might be there again.*'—So, the other man must have mistaken, or his observations referred to a different occasion.—Here you have Garratt's evidence and statement of what the plaintiff said to him, that was not 'to go away, or I must give you in charge,' but he said, 'you must not come here; the officers have been here, and may come again.'

“‘I do not recollect when the conversation took place about removing the furniture, or anything said about the landlord's distraining for rent;\*

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\* Whilst Maynard in custody, the landlord seized.

it was not the conversation that they were to be removed out of the way of the landlord; he did not name the landlord's name.—I understood, from Wareham, some time before, that Maynard expected the sheriff's officers.'—Here you observe how much the reading is affected by the mode of reading it. As I have read it, you will judge for yourselves. It is said Wareham told him the officers had been there, but the plaintiff's counsel read it in order to show it was not meant the police officers,—the plaintiff told him 'the officers, the sheriff's officers;' and that is the distinction between officers in arrest for civil purposes, and officers for criminal purposes. This applies to what was said as to much being done to avoid a distress.—'I understood from Wareham, some time before, that Maynard expected the sheriff's officers. I did not know a Distress was put in afterwards. I did not know, from Wareham, of a distress, and never heard anything of it. I am not aware I was ever in Maynard's house when a broker was there. I think Wareham told me the officers—sheriff's officers, I think—had been after him.' He says he does not recollect any conversation that took place about removing the furniture, or anything said about the landlord's distraining for rent; there was not a conversation then about removing it out of the way of the landlord; the landlord's name was never mentioned. 'I think I have some recollection about a letter from Maynard's daughter, begging for a shilling or half-a-crown; but the broker was not there, that I know of. As far as I know, I did not see him.'

" 'Maynard was *ostensibly* a house agent; there were bills of sale in his office, and I think on a board outside was written, 'Maynard, House Agent.' I believe all Prance's bills and notes were restored to him just as I had them. Prance said at Newgate *one was missing*.—I went with Maynard as far as the Blossoms Inn, but was not present when the box was delivered to Mr. Prance. Maynard went on with it from the Blossoms Inn. The name of the lawyer I went to with Wareham was 'Sayer,' and I recollect it on account of having a friend of the same name. I recollect it now.—There were ten Sovereigns of Mr. Prance's, I was told, not returned; but there were no sovereigns in the Case when I had it.'

"That is the whole of his Evidence, and MOST MATERIAL EVIDENCE IT IS. I have said before, you are to consider in what situation he is. It is your duty to watch the statements of men in *all* circumstances with considerable jealousy. You will also consider how he stands Connected with the Parties, and distinguish whether greater or less credit should be given, according to the balance in favour or against one party or the

other. If there is any reason to believe that he was desirous to favour the defendants, you will watch his statements that have tended to favour them with due care, and *Compare them with the other facts* of the case, and so ascertain the degree of credit that ought to be given to them. On the other hand, if you think the circumstances in which he was placed were such as to incline him to be favourable to the Plaintiff (who was his Friend), you will look well at the statements he has made, and give them only the credit that is due to them.—Making due allowances on the one side and on the other, does the evidence or not satisfy you *That the conduct of Garratt and Maynard had been such with the Plaintiff as to induce [the plaintiff or] any reasonable man to believe they had been parties Stealing, or Receiving, Knowing them to be stolen, the articles in question?—And if you are satisfied that the inference to be drawn from their conduct is that he must be Supposed to believe it, and if a Reasonable man, exercising ordinary diligence and common sense, could believe it, then the question is, Whether, so being Connected with them, and so acting, he did or not lend himself to Conceal them, and to Conceal and put out of the way Evidence which he thought might Operate against them, and prevent Garratt being taken into custody?*

“The seventh plea, as I have mentioned, is not founded on the allegations of the plaintiff’s guilt; it is founded on the allegation *that he did so conduct himself* (in the particular respects which are pointed out in the introductory part of the plea) *as to induce the Defendants to Suspect* that he was Guilty of Concealing, and harbouring, and receiving, knowing the things to be stolen. The defendants would be entitled to your verdict—independently of the plaintiff himself being guilty,—if you think *so many of the facts* stated in the plea are proved as would warrant any reasonable man, exercising common sense, in Suspecting the plaintiff to have been concerned with these persons in Concealing Garratt, and Suppressing or removing Evidence for the protection of both Garratt and Maynard.

“Now, 1st, you *must be of opinion that the things have been stolen—* that is an *essential part of all the rest*; and you must, 2nd, be of opinion he did Associate with him, and did the other acts set out in the seventh plea, before you find your Verdict for the defendants.

“But with regard to some of the other pleas, they state only that Maynard and Garratt had been guilty of stealing the articles, and that the plaintiff harboured and secreted them (G. or M.). *Those pleas may be supported by any of the facts given in evidence before you, while the seventh plea must be supported by proofs of the facts; and though*

those facts are not evidence, they may be used in confirmation of the evidence on the other pleas. You will look to see whether the facts stated in the seventh plea are made out; and, looking to see that, you will look, not only to the evidence of those facts, but to the other evidence,—and if you are of opinion that the plaintiff, Wareham, did as before stated—first of all, if you are of opinion that Garratt and Maynard had been guilty of these offences, or either of them, and finding that fact, then, second, if you believe from their conduct, and from the plaintiff's conduct, and knowing those facts, that the plaintiff was aware they had so stolen the articles, and that he sought to Conceal them in the manner I have stated, and did so caution Garratt to keep out of the way, and put Evidence out of the way that would have affected both, then in that case the plea is established.—You will give the plaintiff credit for every part of his conduct *which you think consistent with innocence*; at the same time, you will *look to see whether that same conduct could be adopted without his being innocent, from any motive to Assume the Appearance of innocence which did not belong to him.*—You, therefore, who have heard the evidence at length, who have heard the comments upon that evidence, and have heard what I have now said on it—and it is unnecessary to waste your time any longer—you will weigh that evidence; and if you wish for any particular information, either with regard to the case or any part of the evidence, I shall be happy to read any part of it to you. I have read the whole of the evidence, and I am not aware that I have missed anything that is important as affecting the case you have to decide.—You will do that without considering rich or poor; *look at the evidence only.* It was said by a very old Judge, ‘*It is no part of my duty to steal leather to make poor men's shoes.*’ That was said to one who seemed very much disposed to favour poverty. So now, gentlemen, it is no part of the duty of any man who is called upon to administer *Justice*, to allow his mind to be biassed by the situation of parties, whether in riches or poverty. In *ascertaining facts*, and *deciding on those facts, according as they are made out*, you have only one duty faithfully to discharge. Then if you come to the question of damages—if you think the pleas have made out a case to give damages—you will remember the plaintiff's imprisonment, and *the circumstances of that imprisonment*,—and that it is your duty to give damages, not in resentment—not in the way of punishment—not because one is rich and the other poor—but *full and ample compensation for those injuries* the party has sustained by the illegal acts from which he has suffered that imprisonment. *Looking at all the circumstances*, and at

the period of the imprisonment—from the evening of one day to the morning of the next,—*looking at all the circumstances*—for you are aware of the situation of the plaintiff—you are perfectly competent to say what is a reasonable and proper measure of damages which in your opinion he is entitled to, *if any*. The first question is as to Mr. Prance; and the second, and the main question, is as to Mr. Nash and the others. You will find your verdict for Mr. Prance in the first instance, if you believe his evidence; and for the other defendants *according to whether or not you Believe the facts put in justification*. Gentlemen, consider your verdict.”

The Jury retired for nearly two hours, and, on returning into court, found—

For the defendant, Prance, and for the plaintiff as against Charles Nash and Joseph Collard—Damages, One Farthing!!\*

Serjeant Wilkins, for Plaintiff, applied to the Judge to certify to give the plaintiff his costs.

The Chief Justice refused. He never heard of it being done where such damages were given.

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\* Whether this was founded on the technical points we cannot state decidedly; but it is clear as to the Merits of the Case and the Reasonable Cause the Defendants had.

## ORIGINAL DOCUMENTS AND CORRESPONDENCE.

8th July, 1845.

Mr. Prance was passenger by night mail train to Bridgwater per G. W. R. He had a Valuable travelling Case, his name and Address on it. He gave it to the porter *on the platform*,—it was missing at Bridgwater.

He received the enclosed letter from London [Since proved to be Garratt's].

No. 1. (I. 1.) V. 1. "Saturday, July 12th, 1845.

"Sir,—Your writing desk with leather case, containing many promissory notes and bills of exchange, is perfectly safe. A very liberal reward must be paid for its restoration. The present holder of the documents will search out an Agent whose respectability and responsibility is unquestionable, and you must satisfy yourself by his references that he can be entrusted to negotiate an affair of so confidential a character, as it must be passed through some agency.

"You will please to reply to this letter in the Morning Post thus:—

" 'Alpha will give £ if all the papers are returned safe.'

"This advertisement will be understood. None but [principals] will be allowed to interfere."

No. 2. (M.) Howland Street, July 12th, 1845.

My dearest Love,—You are right when you say that I must be busy; and hard work it will be to get to you next Wednesday, for I have another business matter to settle some day in next week, which may be from £10 to £25 in *my way*; a *smaller affair than the one I gained £50 by in May last*. Yours ever,

CHARLES MATNARD.

To Miss Maxted, Sandhurst.

[Married 31st July, arrested 5th August.]

No. 3. "Sunday night, July 15th, 1845. Nether Stowey.

"Sir,—I am this moment returned from Winchester, where I succeeded in gaining a verdict as to part only of the subject-matter, being obliged, owing to the loss of the papers, to give up the remainder. On my return, among my letters I have found the enclosed (U.) I am now satisfied either that *the porter* who labelled it, hearing me call it valuable, stole it, or some one else who overheard me do so. The next thing to be considered is what course to take? I am anxious to get back as well my

papers as the case itself, and the £10 in the secret drawer. I would suggest whether an advertisement asking if the case itself could not also be given up would be serviceable, as I take it that if possible the guilty party should be traced and punished; and I am sure the G. W. R. Company would on public grounds wish to do it. Pray take care of the enclosed and its envelope. I need hardly to a gentleman of your known astuteness recommend that if *the porter be suspected*, none of them should know I have sent the enclosed to you. I remain, Sir, &c.,

"To Seymour Clarke, Esq., G. W. R." "VAUGHAN PRANCE."

No. 4.

Nether Stowey, July 17th, 1845.

Sir,—I am very much obliged to you for your letter received to-day. In order to do the thing at all I apprehend must be done promptly, and perhaps the G. W. R. Company would allow me to travel free in coming up on this business, as I must come up to get a meeting. My person is not known, and I could act under Forrester's advice in the matter. I would come up at once about it, as I am quite as anxious as the G. W. R. Company to expose this impudent robbery. I remain, &c.,

To Seymour Clarke, Esq.

VAUGHAN PRANCE.

No. 5.

(I. 2.)

U.

July 18, 1845.

Sir,—Unless an advertisement offering a *suitable* reward appears in the *Morning Post* on Tuesday next, the valuable *documents* will be no longer under my control, and will be irrecoverably lost to you. .

To Vaughan Prance, Esq., Nether Stowey.

No. 6. Mr. Prance came to town several times. He inserted the following advertisement in the *Post* of 22nd July:—

No. 6.

(C.)

"Alpha is at Morley's Hotel, but will leave Paddington for B. at two o'clock to-morrow. Subsequent events have altered the value of the papers lost, which Alpha in an interview can easily show, but a suitable reward is not objected to. 21st July."

(I. 3.)

—T.—

(No. 7.)

London, July 23rd, 1845.

Sir,—The agent whom I have solicited to manage the matter referred to in the *Morning Post* of to-day is unfortunately at *Sandhurst, Kent*, and will not return until Saturday morning next; but I will address a letter to him *to-morrow*, which he will answer to your residence at B., and you must name the amount of award you will give for them; they are nevertheless of real value. Say, instead of three dots after the £, fill up the sum in *letters*.

To Alpha, Morley's Hotel.



No. 8.

—S—

“At Mr. Win. Paine, Farmer, Sandhurst, Kent.

*Thursday, July 24th, 1845.*

Sir,—A Stranger called at my office last week and represented that he had *found* a travelling writing desk and contents, your property; he emphatically asserts that he did not obtain possession of the same dishonestly, for, in fact, he never received it at all.

Now the party has requested me to see you on the subject, and if perfected through my agency you will be so good as to address a letter to my house, 19, *Howland Street, Fitzroy Square*, London, stating the sum you will give on the papers being given up into your hands. The party is evidently a shrewd man of business, and says the documents are valuable; and further, that no good can be effected with the debtors unless the creditor has them back again. He has thrown out a hint that £100 ought to be paid as a reward, but he will take £50, which sum he will have paid into my hands ere he restores the papers, accompanied with a Redemption on *your part* from any ulterior proceedings in the event of future Occurrences.

The cash may be safely deposited in my hands, as you will soon know on an interview, and the papers (*not* in my possession) brought to my office within two hours afterwards.

I shall be in town on Saturday morning, but must return again into Kent early on Wednesday morning, so I trust the matter will be arranged satisfactorily on or before Tuesday. I reckon the party is acting under the tuition of some sharp practitioner.—I am, &c.,

CHARLES MAYNARD,

To V. Prance, Esq., Nether Stowey.

House and Estate Agent.”

(Extract.)

No. 9.

1845, August 1st, Paddington.

Dear Sir,—Let me see you, *please, on an “Intricate Case” of Theft*, on which I want Clarkson’s opinion.—Yours truly,

To C. Nash, Esq., Frederick’s Place.

S. CLARKE.

1st August.—“Saw Mr. Clarke at Paddington. He wished the matter sifted, and not to compromise. Mr. C. Stevens came in—he asked him, he said he could offer no advice. I suggested it was a proper case for the Police, not for us. Mr. Clarke said, ‘You know we’ve no brains there.’ I explained my views; he coincided, and said, ‘Whatever you *promise*, I shall perform; we shall not put our conscience in our pockets, as — *seems inclined to do.*’”

—C. NASH.

Mr. Clarke wrote as follows to Maynard:—

No. 10. (E. E.) G. W. R., 1st August, 1845.

Sir,—Mr. V. Prans has handed me a letter he received from you relative to the writing desk. I am very anxious to assist him in the recovery of his property, and with this view I shall feel glad if you will call on me to-morrow, at 12 o'clock, if not inconvenient.—I am, &c.

To Mr. Maynard, 19, Howland Street. SEYMOUR CLARKE.

Mr. Nash's views were laid before Mr. Clarkson, and approved by him, at Croydon, at 8 o'clock next morning.

No. 11. 19, Howland Street, Fitzroy Square,  
R. (F.) And 3, Charrington Street, Somers Town,  
(Saturday) August 2d, 1845.

Sir,—I regret extremely that my engagements are so numerous, I cannot possibly call upon you to-day or Monday; but I shall be glad to see you at my office from  $\frac{1}{2}$  past 4 o'clock this afternoon till 7 in the evening, also at any hour you may appoint to-morrow at my office, or on Monday afternoon. I have an appointment in the City to-day, and Monday also, 12 to 2.

The stranger does not appear to be a needy man, so terms must be agreed on ere I can render you the aid you require, for he is invulnerable. *I neither know his address, nor the exact time he may call on me this afternoon.*

It would be a waste of time to scrutinise me, for I know no particulars, and it can *only* be perfected through my agency.—I am, &c.

Mr. Seymour Clarke.

CHAS. MAYNARD.

Mr. Clarke's reply on his card—

Q. No. 12.

MR. SEYMOUR CLARKE,  
*Paddington.*

"5 o'clock, 19, Howland Street, 2d August, 1845."

Mr. Clarke did not keep that appointment. On Monday morning he received this card—

P. No. 13.

MR. C. MAYNARD,  
*19, Howland Street, Fitzroy Square.*

"Ask Mr. Clarke if I can see him at his Office 3 to 6 o'clock P.M.  
"August 4th, 1845."

No. 14. (L.) Paddington, 4th August, 1845.

Dear Sir,—I have said 4 o'clock. Prance will be here at 4. 30. If he (Maynard) comes, We can go into the matter before Mr. Prance comes. If not, I will then leave the matter to you and Mr. Prance.

Please seal and send my letter to Mr. Maynard.—Yours truly,

To C. Nash, Esq.

SEYMOUR CLARKE.

No. 15. —O.— G. W. R., Paddington, 4th August, 1845.

Sir,—I regret that I am unable to leave Paddington to-day. I leave town to-morrow for two days. I will be at leisure, and glad to see you to-day at four o'clock, if convenient to you to call then. I am sorry to give you so much trouble.—I am, &c.

SEYMOUR CLARKE.

To Mr. C. Maynard.

August 4th.—Maynard did not come till past six. He saw Mr. Nash, and his manner was straightforward and confident; his appearance calculated to disarm suspicion, but strange and unsatisfactory. He tendered his references to his solicitors and friends—Mr. Sayer, and Fennell & Co., and others; said he did not know his principal's name or address, and he could not be seen; had not the property, &c. &c. Proposed terms, and it stood over, each party to consult. Mr. Nash tried every means to get at his principal, and declared he would not be satisfied without knowing him. [See the depositions in the Police Court]. Maynard read the following *Short Hand* note of the terms proposed:—

“ Agree as to the amount of reward. K. No. 16.

“ Deposit cash with me.

“ Restore ALL the letters.

“ An indemnification or memorandum against future Consequences.”

Maynard afterwards sent the following letter:—

No. 17. —N.— (G.) 19, Howland Street, August 4th, 1845.

Sir,—I can obtain possession of the property for £40, and I will see you (or the owner thereof) nine to half-past to-morrow morning,

And am, &c.

To S. Clarke, Esq., G. W. R.

CHARLES MAYNARD.

5th August.—“ Maynard came to Paddington. Saw Mr. Prance and Mr. Nash. Much discussion on circumstances; terms for restitution were discussed; no indemnity was given or promised; Mr. Nash tried every means to find out Maynard's principal. It

was agreed to meet at Guildhall Coffee-house, at twelve, to settle the restoration, and £25 to be paid by Prance, Mr. Nash declaring that that concerned him, and his (Nash's) object was as to the Principal, and who he was. Maynard produced the following, in the handwriting of Sayer, clerk to his and Wareham's attorneys:

No. 18. —M.— London, 5th August, 1845.

Sir,—In consideration of your having agreed and hereby agreeing to hand over a writing desk with its contents, consisting of Promissory Notes, and various other documents and papers, I hereby undertake to pay you the sum of                      pounds.

To Mr. Chas. Maynard.

Mr. Nash prepared one in this form—the words in brackets were objected by Maynard, and struck out after signature,

No. 19. —L.— London, August 5, 1845.

Sir,—In consideration of your having agreed and hereby agreeing to hand over to me my writing desk with its contents, consisting of six Promissory Notes, and various other documents and papers, &c., [*which were stolen from me,*] I hereby undertake to pay you the sum of £25 on receipt of the same.

V. PRANCE.

To Mr. Chas. Maynard, 19, Howland Street.

5th August, 12 o'clock.—“Met at the Guildhall Coffee-house—Maynard fetched the case—and refusing Mr. Nash's requests and offers, to disclose his principal, though told all through of the suspicions, and that nothing else could be a satisfactory termination of the business,—he was given into custody of Collard, who was previously ignorant of the matter:—After two hours for reflection to give up his principal [who was, in truth, waiting for him in the neighbourhood] he was examined by the magistrates and remanded. On these documents, and Maynard's own contradictions he was arrested, but only on the charge of “Misdemeanour for Negotiating.”

Mr. Nash directed an effective Watch on the gaol and his Visitors *from that day*; but, alas! it was inefficiently done by the Police; and indeed he was compelled to do many things out of his duty, in order not to *peril the Case* and the *Investigations*.\*

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\* Extract Mr. Nash's Deposition—“My grand object throughout was to find out who were the Thieves, and if a Railway man was in it, more than the prosecution of Maynard, or any one else.”

On Maynard was found a diary, and some papers, mostly in *Short-hand* and by *Initials*. The following extracts of the diary were afterwards translated, and are a Specimen:—

- No. 20. *Extracts Maynard's Diary.\** —Z.—
- 1845.
- Jan. 2. W. Sayer, Esq.  
       3. W. Sayer, Esq., and *Geo. Simmons*—re solicitor.  
       11. Write particularly to T. G., as from W. Sayer, Esq.  
       13. Wareham, Re House Lower Gower St.  
       15. Simmons, G. re difficulties ditto o. o.  
       — My dear Harriett, &c. 17. W. Sayer and re T. Gregory.
- May 14. Norton with me, Garratt, to Dr. Halliday re Paliase.  
       15. Re Garratt and the Check 133126. [Mr. P. Lewes's.]  
           Garratt paid him 2s., 12s., (14s.) for ———  
       16. 1 to 2 Re R. D. and the Check affair explained.  
           [Mr. Hartley's loss 16.]  
       19. 7 George Simmons on him with Garratt about the Shares o. o.  
       20. Garratt on Geo. Simmons and me at 1 o'clock.  
       29. Garratt on him early.
- June 2. 10 to 11 (B., Esq.) St. Mildred's Court.  
       Note Garratt for Early 3d.  
       8. Wareham, Newman Street.  
       B. 150. † G. S. 50.G50. Self 48:—Wm. £2. [£150.]  
           [Mr. Prance's loss.]
- July 8. Re Garratt on him at 19, Queen Street.  
       10. Craven St. Loan Society re Gregory.  
           9 (at) 19, Queen St. Garratt to breakfast.  
       11. 9½ on Mr. Garratt No. 19.  
       12. 9 Garratt after breakfast.  
       16. Fennell and Kelly to speak to ———  
       17. 11 Garratt at Jones' & see the Morning Post first.  
       18. Somers Town L. S. but no go for T. Wareham.  
       23. Write Garratt to-day.  
           Write Sandhurst and see her before Thursday morning.  
           Do. a Letter to-morrow from there to Alpha.  
           ‡ 6 Old Cavendish St. re Garratt. [Post his letter.]  
       26. Garratt on him.  
       29. Sayer, W., Esq., call. [Berners Street.]
- Aug. 2. Reading, re Lease [Loan Sayer see Letter.]  
       4. Fennell and Kelly, re Jas. Drew.
- 11th August.—“ Mr. Naah wrote to Messrs. Bush and Mullens,—Joint-

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\* Some Entries are so scandalous as to render his prosecution a public good.

Solicitors with Messrs. Maples, to the Associated Bankers for Protection against Frauds and Forgeries,—as follows:—

No, 21.

"11th August.

"To Messrs. Bush and Mullens,—Do you know a man named Maynard connected with the restoration of lost or stolen parcels? He had to do one from the Railway in May last.

MAPLES & Co."

"We do not know anything of Maynard, and never heard of him before.

B. & M."

Subsequently Mr. Nash had the Short-hand papers Nos. X 1. and Z—translated, and also discovered papers Nos. A. and Y. in the Grate of Wareham's and Maynard's house,—as follows,—all in Maynard's writing:—

"I have come in answer to your call at my house in Howland Street last week, and as I presume we are men of business, it is necessary that we commence having confidence in each other.

"Now, Sir, I give the exact References.

"I discount no man's bill, and ask no man to discount mine."

"Times, May, 1845. Nos. 1, 2, 3. Offering Rewards."

"X 1. (22.) Letter by Garratt, S. and Maynard to Bush."

[To Bush, May 1845, on restoration of Hartley.] "The writer *Homo Mundi* has deputed an Agent, and a man of integrity, to negotiate this matter, and with you alone, with whom you must deposit £150 (in gold?) as directed, first satisfying you that it may safely be done, accompanied by a redemption on your part from any ulterior proceedings in the event of future occurrences. The agent knows not *Homo Mundi*, neither is he acquainted with his name; but *Homo Mundi* first satisfied himself that it must be accomplished through some agency, and if perfected, through what channel it was done it could not signify. Still, let *Homo Mundi* emphatically assert that he did not receive possession of the property dishonestly, for, in fact, he never received it at all."\*

(B.) (*Advertisement in Times of 26th May, 1845.*) No. 4. (23.)

"Pasceoli.—First instalment received; terms accepted, and confidence may be given without reserve. None but principals will interfere. Address, (marked private,) B., Esq., only."

No. 24.

X 1.

"1st. Whom have I the pleasure of addressing?

"2nd. If two parties come, civilly say, who is the principal?

\* How remarkably coincident is the language adopted on this Negotiation and that adopted on Mr. France's. . .

"If conversation is going, put a stop to it by saying, I can only confine myself to the terms of advertisement.

"Does not your advertisement rest confessed, show that *you* (lean on it) for, in truth, *you are a party to the Compromise.*

"If they ask, how do you mix yourself up in such a matter? say you would never have obtained possession of the box without my agency, and is it not better to receive it through the hands of a *Respectable Agent* in preference to the *stained and dirty channel of a practised Thief?*"

No. 25.

\* It appears, from your Searching Scrutiny, that I must give up a matter (not enviable) to hands more capable of conducting it than myself.

You must give up the Letters, and with them a Redemption in writing from any proceedings *against the party or his agent.*

\* The conditions annexed to your advertisement, offering £—— reward "upon satisfactory explanation of circumstances," would deter any man, even if his character were as pure as the driven snow, from giving them up.

(TERMS AGREED WITH BUSH.) No. 26.

E.

(Firstly.) All letters of *Homo Mundi*, which have been addressed to Messrs. Bush and Mullens, 7, St. Mildred's Court, Poultry, to be placed in the hands of H. M.'s agent.

(Secondly.) A Memorandum to this effect is indispensable,

*Pasceoli.*

Upon the various Railway Certificates, as advertised, with the contents of the Box, being restored, I undertake, on behalf of the claimant or claimants, to waive any proceedings, either legally or Criminally, and accept the terms previously offered and consented to by B., Esq., in the *Times* of Monday, 26th May, 1845. X 1.

Finally. All letters which have been addressed to (Bush) to be placed in the hands of H. M.'s agent.

"Upon the various ———, as advertised, with the contents of the Box, being restored, I undertake, on behalf of the claimant, to waive any proceedings, either legal or criminal, and accept the terms consented to by (Pasceoli) in the *Times* of Monday."

£150.

—Y—

No. 27.

London, May 27th, 1845.

On demand, I promise to pay to John Bush, Esquire, or order, One Hundred and Fifty Pounds, for value received.

CHARLES MAYNARD.

Payable at 19, Howland Street, Fitzroy Square.



**August.**—At a later period, it appeared that Mr. Hartley, of Halifax, had lost a box of Scrip worth £40,000, at the Euston Station, in May, 1845. He consulted Glyn, Mills, and Co., who referred him to Mr. Bush; advertised rewards of £100 and £20 for the restoration, on "satisfactory explanation," &c. Received several anonymous letters, same as Prance; saw Maynard, who referred him to Sayer and others; Negotiated the restoration with him: received a bunch of keys, part of the contents, and the "first instalment." Subsequently, Mr. Bush took £150 in gold; entrusted it to Maynard, on his promissory note and engagement to get Mr. Hartley's case and contents in two hours, and afterwards received some scrip at twelve at night, at Maynard's house.—(See the summing up, p. 32, 33). This amounted to an actual Felony.

**August 16.**—Under counsel's opinion, our present charge alone was very hazardous, and a charge of "felony," instead of a nice hazardous "misdemeanour," was resolved on against Maynard, after a lapse of ten days from his arrest; and on the 16th August the magistrates adjourned for a fortnight for the purpose, and Mr. Bush and Mr. Hartley were summoned to give evidence for the 29th August.

Maynard had admitted, during this time, that Garratt was his "principal," and had written the anonymous letters Nos. 5 and 7 to Mr. Prance. There was no Evidence of his handwriting or participation,—or his whereabouts. The disclosure was not made *till time had been afforded to make everything secure.*

Maynard's Writing Case, with papers, was ascertained to have been secreted by Wareham, and other Facts learnt. (See ante.)

**August 20.**—UNDER COUNSEL'S ADVICE, Wareham was arrested on suspicion: at that same moment, Mr. —, a Director of the G. W. R., had been applied to by Mr. Bush to stop the prosecution of their case, which would have helped so much to the conviction of Maynard. Their Instructions led to the stoppage of the proceedings against Wareham, and of the pursuit of Garratt or of further evidence.

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MEMORANDUM BY C. NASH TO C. STEVENS, AUGUST 21, 1845. (28.)

"Bush and Mullens have obtained the assistance of Mr. — that we should not go on with their case, [of the compounding the felony for Hartley's parcel, lost under very similar circumstances to Mr. Prance's,] the real fact being that they do not wish it known they were so engaged.

"One of *Mr. Clarkson's* motives was to get the man *Convicted*, by showing him engaged in such transactions, and that he was not the respectable man he Appeared and Represented—and thereby also help to convict him of a "Guilty knowledge," damage him, and get him *transported*, as too dangerous to Companies to remain here, instead of only *imprisoned* in one case. *Mr. Clarkson* thought it *important* to proceed on both cases.

We were on the *track* of a Box of private Papers which Maynard was having *Secreted*, and had last night arrested the man who had it last.

Those papers *we had understood* would show the Particulars of Bush and Mullens' case, and *disclose about other parties Engaged*, &c. &c.

Mr. ——— having represented to Mr. Pearse last night that Mr. Bush did not wish his confidential transactions with Maynard disclosed, Mr. Pearse represented it to Mr. Maples, and, together, they have this morning directed *Homo Mundi's* case not to go on; we were obliged to release our second prisoner, and have postponed the chase.

It is important to let Mr. ——— know our real grounds for pursuing it,—that of getting at the Thief, and Convicting this man,—as he *has only heard Mr. Bush's account*."

No. 29.

Frederick's Place, August 21, 1845.

*Re Maynard.*

Dear Sir,—When you were in London, Mr. Clarkson, as you will recollect, advised that, under the circumstances, the Company ought to prosecute the other cases against Maynard, in order to break up the gang which it was clear existed, and to send him out of the country, instead of a short imprisonment in our case only, and that the other case would damage him to the Jury and help to convict him of the "guilty knowledge" in our case.

Acting upon this, the remand was granted, and Bush and Mullens summoned to establish the other case, and the Birmingham Company had promised us every assistance.

Since then I discovered that Wareham was anxious to *Secrete* a writing desk of Papers—which I believe would have disclosed to us *Homo Mundi's* case, and who the rest of the gang were.

I put Collard upon this track, and it resulted in our last night apprehending—under Mr. Clarkson's advice—the man who last had possession of it, and has *Secreted* it, and against whom we could have made a *Prima Facie* case for a Remand, as an Accessary after the fact in your robbery, (in putting out of the way another man whose arrest would have

led to some disclosures,) because, as you are aware, my object was to find out whether any Railway people were engaged in these robberies, which were all similar to yours.

Mr. Bush was anxious to prevent his name appearing as compounding, and he got Mr. — the banker to see our Mr. Pearse, who, with Mr. Maples, this morning gave me instructions not to follow up these cases, by which we had hoped to discover the gang, and to have got rid of such a man as Maynard.

Consequently I was obliged to let the second prisoner go, and *abandon the Investigations*. Will it now be worth while to pursue Maynard at all?

Yours, &c.

FOR MAPLES, PEARSE, STEVENS, & MAPLES,

To Vaughan France, Esq.

CHAS. NASH.

August 23-26.—Wareham, immediately after his discharge, and *pending the case against Maynard*, issued six writs against France, Collard, and Nash, for the "arrest."

Maynard hinted that they might be stopped if the prosecution against him and Garrat were not pursued!

No. 30.

August 25, 1845.

G. W. R. and Maynard and others.

Gentlemen,—From the Observations and Instructions of your Mr. Maples and Mr. Pearse on Wednesday last upon this case—respecting which they were but slightly informed, and up to which day it had progressed without countermand—It seemed to me inexpedient for the Company to prosecute Maynard further; but upon that I must ask Mr. Stevens, the Solicitor to the Company, to decide.

Having since been informed that —, one of the Gang, who was released in consequence of those instructions, has commenced proceedings against me, I have instructed a professional gentleman to defend them, and shall expect to be indemnified.

I take this opportunity of tendering my resignation of your engagement, from say the 1st of November next.

Yours &c.

To Messrs. Maples, Pearse, Stevens, & Maples.

CHAS. NASH.

No. 31.

August 25th, 1845.

Sir,—I am directed to communicate to you, that application has been made to this firm to-day to appear to an action against you, Mr. Collard, and myself, in trespass, at suit of Wareham, whose release from custody I mentioned to you in mine of 20th and 22nd,—he being capable of affording us information, and putting us upon the railway men engaged in

those railway robberies—That in the absence of any authority from you the appearance could not be undertaken, and that perhaps you will communicate with Mr. Seymour Clarke.

Mr. Stevens says he *must* go on with *your* case against Maynard. Mr. Maples and Mr. Pearse on Wednesday last said it was not proper to do so, and expressed their Entire disapproval. I am, &c.

To V. Prance, Esq.

CHS. NASH, for Maples & Co.

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August 25.—Letter from Mr. S. Clarke to Mr. Nash with an Anonymous letter.

No. 32.

*Re Maynard.*

August 26th, 1845.

Sir,—With reference to your letter of yesterday, you seem to be unaware that in consequence of what happened last Wednesday morning, the chase of the Maynard Gang, by which I had fondly hoped and firmly believed to get at the bottom of these railway robberies of writing cases (one of the gang alone having had six or seven in two months) has been given up. Mr. Collard will inform you that it is so. Yours, &c.

To Seymour Clarke, Esq., Paddington.

CHARLES NASH.

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No. 33.

1845, August 28th.

Sir,—It will be in your recollection, that the last examination of Maynard was adjourned for the purpose of substantiating other charges against him,—it being felt by those engaged, from the information obtained, that Mr. Prance's case by *itself* was *inadequate* for the purposes of justice and the protection of the public (and ourselves), therefore Summonses were issued in the usual way for the attendance of Mr. Hartley of Hallifax, and Messrs. Bush and Mullens, who had (as fully appeared by documents found with Maynard) compromised with him as "Homo Mundi," "Pasceoli," &c. for the Restoration, for £150, of a writing desk and railway scrip, lost under similar circumstances at the Birmingham Railway in May last. From the time when its Management was given to me, I gave more than ordinary attention to this *disagreeable* business, in the belief of attaining *more important* Results than the mere punishment of Maynard for Mr. Prance's case for a mere misdemeanor,—and we had obtained a mass of important Evidence, and had arrested another of the ———, when I was informed on Thursday the 21st instant by Mr. Maples and Mr. Pearse (the partners of Mr. Charles Stevens, the Solicitor to the G. W. R.) that Bush and Mullens had obtained the interference of Mr. ——— the Banker, with Mr. Pearse to stop this case, alleging that theirs were Confidential Communications



with Maynard, and that it would be disagreeable to them to go into the witness-box. Mr. Maples and Mr. Pearse gave me an order not to prosecute any other cases, *although the Gang might be the same*. Of course we had to give up our prisoner, and abandon the *Pursuit*, which had *previously* met with no Disapproval or Countermand,—and have since been served with actions of trespass by one of the ———.

Agreeing with the police authorities, counsel, and others, engaged that Mr. Prance's case *standing alone* was surrounded with difficulties, and inadequate for the purpose of justice, and was not deserving of the expense or annoyance,—Considering also that our Mr. Maples and Mr. Pearse had on the 21st instant intimated to me that, “judging from the reports in the papers only, they considered that under the circumstances Maynard ought not to have been Arrested or prosecuted at all,” and That any result or punishment would be trifling,—it cannot be worth while to subject *me* to the annoyance of the witness-box, and in justice to myself under these circumstances must beg of you not to insist on *my* doing so, although I must, in fulfilment of instructions, attend to conduct the prosecutions. I believe the case can be completed without my evidence. From respect to you and justice to myself, I have thought it right thus to intrude upon you. I am, &c.

C. NASH.

To Alderman Hughes Hughes.

No. 34.

25th August, 1845. Morley's Hotel, Trafalgar Square.

Sir,—It perhaps has not escaped your attention that in the month of July last I had, under very peculiar circumstances, a Writing Case, containing papers and property to a considerable amount, stolen from me when a passenger on your line, and that an attempt was made by a regular Thief's *Agent* to procure a sum of money for the restoration of the same, which ultimately led to the apprehension of this agent, a Mr. Maynard, and who has already undergone examination at Guildhall. At the last examination a remand was applied for by Mr. Clarkson (who appeared as counsel for the Great Western Railway Company as the prosecutors) on the ground that certain intelligence had been obtained of a robbery in which this man Maynard had Actually Received £150 for the restoration of a parcel stolen from the premises of the London and Birmingham Railway, and under the advice of Mr. Clarkson, Messrs. Bush and Mullens, solicitors, of London, were summoned to give evidence (on Friday next, as the day appointed for the next hearing) of their having compromised this Birmingham Case for the payment to Maynard of the £150.

To my astonishment, I have received a letter from your solicitors, that in consequence of Mr. ———, one of your directors, having at the instance of Messrs. Bush & Co. interposed to prevent the exposure of Messrs. Bush and Mullens, the Birmingham Case is not to be proceeded with,—and that therefore the present opportunity—of such *immense importance* to the public at large (of breaking up, as there is abundant evidence to prove, of AN ORGANISED GANG OF SYSTEMATIC ROBBERS OF LUGGAGE ON RAILWAYS)—is to be utterly lost. I may perhaps be allowed to mention that since the last remand another person has been apprehended upon Satisfactory evidence, and under the advice of Mr. Clarkson, and whose arrest would necessarily have led to important disclosures. This person has since the interposition of Messrs. Bush and Co. through Mr. ——— been discharged, and he has brought actions against me, with others, for false imprisonment.

I leave all these facts for your superior judgment, and shall be glad to hear from you, directed to me at Morley's Hotel, on Wednesday morning; but I may perhaps be allowed to suggest that the Public will hardly be Satisfied to allow this case to be so lightly passed over merely to screen Messrs. B. & M. from the consequences (*if any*) of their connexion with Maynard. I am, &c. VAUGHAN PRANCE.

To Charles Russell, Esq., M.P., Chairman  
of the Great Western Railway.

No. 35.

1845, August 28.

Dear Sir,—I have prepared the brief for Mr. Clarkson, and should have wished that you had seen it; perhaps, however, you or one of the firm will see him to-morrow morning.

I am loth to add to your annoyance, which would not have happened but for the interference of ———; but I cannot help feeling the treatment I have received and shall further experience, and I hope it is not too late to consider the matter of the order issued *to me* to prosecute Maynard in Mr. Prance's case. The grand object which induced me to follow up such unpleasant business was not the punishment of Maynard, so much as the Disclosures expected, and which were just developing when the whole was frustrated. The punishment of Maynard\* is a minor consideration, full of difficulties, certainly not worth the Annoyance and expenses, and will be too Trifling to produce any good Result. He

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\* In this one case of Prance's, by itself, for negotiating *with us*—it would have been folly by itself.

would readily undertake to give evidence against his principal, one of the Gang, ascertained to have had several Railway parcels within two months.

At all events, I think that I may be spared the annoyance of the witness-box, and especially after Mr. Maples' and Mr. Pearse's declaration that Maynard ought not to have been Arrested or prosecuted at all!!

I am, &c.

C. NASH.

To C. Stevens, Esq.

No. 36.

August 28, 1845. Thursday Night.

Dear Sir,—A Board of the Directors of the G. W. R. was held to-day on the subject of Maynard's Gang, when the Board resolved at all Risk and consequences to spare no expense to Retrace their steps (if they were practicable now) to get at and break up the Gang. I have orders to consider the subject, and if the lost ground can be recovered, to follow it out. I fear it is *now too late* to undo, as they wish, all the mischief done by the steps of Mr. ———, and Mr. Maples and Mr. Pearse, whose respective interferences were most strange, have thoroughly disgusted me, and are lamented by Mr. Stevens and the Company.

I hope you appeared for me [to the action], for I will fight the battle. Yours, &c.

CHARLES NASH.

Mr. Russell, M.P., is to be at the office again to-morrow to consider this, and I am to Report to him.

To W. G. Thwaites, Esq.

29th August.—“Maynard was brought up for re-examination. Counsel so strongly expressed himself on the abandonment of the other cases, as to throw up the case; but after consultation with Mr. Clarke and Mr. Stevens, *Mr. Prance* resolved that *he* would go into the whole facts, and prosecute Maynard for Hartley's case and for Bigamy. *He* did so, the Company to remain neuter. *He* summoned *Mr. Bush* and *Mr. Hartley* to attend on the 12th Sept. to give evidence.”

No. 37.

Frederick's Place, Aug. 29, 1845.

Sir,—I should wish to see you. The Board of Directors have resolved to retrace the cases and prosecute in *Homo Mundi's* and the other cases at all risks and all consequences, if there appears a reasonable chance of *breaking up the Gang*, or any other *useful* Result. I fear the opportunity is lost, and that to retrace our steps by rearresting Wareham, &c.,

will now be useless. However, this is a strong disapproval of the Course adopted by Mr. ———, and our Mr. Maples and Mr. Pearse, which it is wished to recall.—Yours, &c.

CHAS. NASH.

To Mr. Collard, G. W. R.

No. 38. (*Report by Mr. Nash to the Company.*)

Aug. 29, 1845.

Dear Sir,—It appears to me now to be *too late to regain our lost ground*, as wished by the Company, as to the Maynard Gang.

The prosecution of *Homo Mundi's* or Pasceoli's cases against him would now only add to increased punishment, and would not be taken in face of the intimation to him, that "it had been abandoned."

The prosecution of Wareham now could hardly be expected to produce the result *before* anticipated. It is true we still have the charge of being an accessory after the fact, which would justify his detention and Committal; but our hopes of him were Evidence against Others. This he learned on his last arrest, and will, of course, put out of the way and hold his tongue.

But there yet remains another of the Gang at large, whose arrest is *not yet ripe*, and who is either himself the Thief, or is in direct contact with the Railway man (if any) concerned.

In other respects, I believe the opportunity for learning about the *whole* Gang is gone, and that it would hardly be expedient again to run the risk of Wareham's arrest, although the Company are prepared to do so, and go on with the other cases at any risk, and all consequences.

I am, &c.

To C. Stevens, Esq., Solicitor.

CHAS. NASH.

No. 39. (*In "Times," Sept. 2, 1845.*)

To the Editor.—Sir,—I observe in your report of Maynard's case at Guildhall on Friday last, you state that I had received an intimation from the Solicitors to the Railways that "they intended to proceed in my case, and that one of the partners would prosecute the bigamy case," which is not quite correct. I did receive a letter from Swain & Co., but it was that the Company intended to prosecute in my case *only*; on this I applied to them at once, to place at my disposal the evidence they had got up to support the bigamy prosecution, before the interposition used to screen Messrs. ——— and ———. Mr. Charles Stevens at once acceded to my request, and Mr. Clarkson was instructed by me, and not by the Company, on the bigamy case, as I felt it imperative to use every endeavour by which Maynard might receive a *due reward* for his offences.



I should, in fairness to Mr. Charles Stevens, state, that he has throughout acted with the greatest courtesy to me; and, on my requesting it, Indemnified me, on behalf of the Company, against the consequences of the actions brought by Wareham against me; and trusting you will favour me by inserting the above in your valuable journal, I remain, &c.  
Bridgwater.

VAUGHAN PRANCE.

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No. 40. (In "*Times*," 2nd Sept. 1845.)

RE MAYNARD.—Mr. Nash requests the Editor of the *Times*, as an act of justice, to state (under the Police Report), that Mr. Russell, the Chairman of the Railway, personally, and Mr. Charles Stevens, (one of the firm of Maples & Co., and the Solicitor to the Great Western Railway,) have personally expressed their *approbation* of the course pursued by Mr. Nash in this business since it was placed under his management, with reference to the cases of Alpha and Mr. Prance, *Homo Mundi*, Pasceoli, Messrs. Bush and Mullens, Mr. Hartley's of Halifax scrip; Wareham, and Fennell, Child, and Kelly; Daniel Garratt, &c.

Frederick's Place, Saturday, Aug. 29.

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No. 41. (Extract.)

Aug. 29, 1845.

Dear Sir,—I still feel uneasy about that man. He still talks (in quarters where he does not think we shall hear of him) of the desk of *Papers* being *safe*; and it appears that he had felt Maynard's chance so hopeless, that he, Wareham, was disposed to do the best for himself; now, he feels Maynard's chances good, and is not likely to sell him. I think an indictment before the next Grand Jury, and a warrant for his arrest as an accessory after the fact, &c., throwing the trial over to the succeeding Sessions, might produce good.—I am, &c.

To V. Prance, Esq., Nether Stowey.

C. NASH.

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No. 42. Frederick's Place, Tuesday night, Aug. 31, 1845.

Sir,—As I have not seen you since Saturday, I hope you are engaged on Garratt's *track*; it is most Important you should be so,—notwithstanding the benefits in Prance's case have been snatched out of our reach by the late interference,—so that though we may hardly be justified in arresting him for that case, yet there is no doubt that for Mr. Price Lewes's case, or for the robbery at Dr. Halliday's (with whose butler he was, as I understand, most intimate), we shall, I hope, in a day or two, get sufficient Evidence to *justify his Arrest now*,—upon which the Railway Cases may "turn up."

All we want is, to get at P. Lewes for the one, and to trace some of the property for Halliday's. Now, the mode in which I ascertained his connexion was curious, and resulted out of my seeing Maynard, as suggested by Mr. Russell, who strongly wishes "the fox unkenelled," but also to enable us to see his haunts, and "the game he is playing."

If Mr. Lewes could be found and were forthcoming, and would prove his robbery, we should then have enough to Warrant the *Arrest* of Garratt; and our hopes of his telling would be realised, unless spoiled, as Wareham's was.

Maynard is anxious to save himself, but will not, I fear, "split," as his punishment now is anticipated to be light, if he does not get off our case altogether.

Wareham yet boasts of the desk, and I think we shall yet have to proceed against him.—I am, &c.

To J. Collard, Esq.

C. NASH.

14th Sept.—Continual Exertion to get Evidence, and to get upon Garratt's track. Mr. Collard was in his company once watching him, but he got away from him.

No. 43.

Sept. 11.

Sir,—In reply, try and put it off till *to-morrow afternoon* [Garratt's arrest], if quite as safe. We can then Watch again Wareham, &c. to-morrow. *Keep Watch*; but if that *won't do*, I say, risk it.

Yours, &c.

CHARLES NASH.

12 o'clock, Thursday.

P.S.—Whatever you do, don't give G. an opportunity of sending to his associates, or let any one know of it.

To Mr. Collard.

No. 44.

14th Sept. Sunday.

Sir,—As soon as he is apprehended, you must charge him with V. Prance's case, and I will be on the spot; and I think he will, if he sees his case a desperate one, "open his mouth"—especially if you succeed in tracking the *other* G. W. R. robbery. So do not Relax until further orders. I will be ready for you. Tell Mr. Clarke he need not come to the Old Bailey till we send word. I wish to save *him* as much annoyance as possible. I presume he is not going out of town.—Yours respectfully,

To J. Collard, Esq.

CHAS. NASH.

14th Sept. — "Adjourned examination of Maynard. Mr. France, with Mr. Payne as Counsel, preferred the charge of *felony* for negotiation, and *receiving*, as to Mr. Hartley's. Mr. Bush

refused to give evidence, and Mr. Hartley did not attend the summons; after four hours' discussion, it fell to the ground."

Sept. 17.—"Maynard's prosecution converted into Feloniously receiving stolen Goods, and postponed to admit of Garratt's arrest—the other Companies having agreed to join in the prosecutions, and Mr. Nash was requested to continue them. Garratt was arrested on the 17th Sept.; made a desperate resistance—offered bribery, and to give up his principal if allowed time, but would not say more. A *quantity* of stolen property found at his lodgings; but his hand-writing could not be proved for Prance's case.

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(To the Editor of "*The Times*," inserted 15th.)

No. 45.

13th Sept. 1845.

Sir,—With reference to your report of Maynard's case, there are some *inaccuracies of importance to me*, though your report is, in other respects, remarkably accurate.

I am represented to have said, that "I did not desire to interfere" in the third case; and the reasons for my desire not to give evidence are not given clearly.

What I said was, that I was instructed not to prosecute in any other than the Great Western (our own) case, owing to the interposition of Mr. ———, at the Moment when I hoped the plans for breaking up one and the same gang were about to be consummated, but were thus scattered; and I thought that the *same* interposition should be used to save me the annoyances of the witness-box, especially as Mr. Prance's case was peculiar, unpleasant, and a minor one, and in which two of this firm had disapproved of Maynard's arrest at all—judging as two of the public, from your reports. I yield to no one in a desire to aid justice in every one of these cases, and had done so up to this day.

You omit what to me is most valuable balm for the threatening letters and the Attacks made in minor quarters—the handsome encomiums paid to me by Alderman Hughes Hughes as to my conduct throughout.

The Birmingham Company are stated as the parties to the compromise of Mr. Hartley's case. What I stated was, that that Company gave me every assistance and information, and regretted that Mr. Hartley had done what he did, instead of doing what I did.

You have also omitted my reply to Mr. Bush's general abuse of Railway Companies, namely, that such losses would occur, if parties would not apprehend instead of settling.

In justice to me, insertion of this is necessary.—I am, &c.

CHARLES NASH.

November 3.—“Garratt was tried on 9 Indictments, for Robberies on Birmingham, Great Western, South-Western, and Brighton Railways—some robberies After Maynard’s arrest; also an indictment for the *felony* in Hartley’s case, in Taking the reward from Bush; also for Stealing Mr. Prance’s box. He pleaded Guilty.

“Maynard was tried for Felony, in receiving stolen goods (Mr. Prance’s), and was convicted; also convicted of bigamy; also indicted for taking reward in Hartley’s case, but not tried thereon. Each was sentenced to fourteen years’ transportation.

“Farr was arrested some months afterwards, and prosecuted by Mr. Nash. He was tried for several robberies on several Railways, &c., and convicted. Sentenced to twenty-one years.” (See their confessions at end, and in “Times” of 23rd Jan., and “Chronicle” of 3rd Dec., 1846.)

March 4, 1846.—After the Convictions, MR. HARTLEY wrote to the Birmingham Railway. He said, “That, on his loss, he employed both the Forresters, the well-known City officers, and on the recommendation of Lord Wharncliffe, applied to Colonel Rowan, the Police Commissioner, who directed Inspector Shackell, the chief of the Detective Force, to Investigate the case, all of whom used their utmost exertions. Advertisements were inserted in all the town and country newspapers—agents employed in Bristol, Birmingham, Manchester, Liverpool, and other principal towns in England and Paris, on the business—notices at the Stock Exchange, &c., and the amount stimulated him to the utmost exertions to recover it.”

The Birmingham Company, in reply, “offered him 100 Guineas in acknowledgment of his aid and co-operation in the *proceedings which terminated in the conviction of Garratt.*”

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No. 46. (From “Times,” November 15, 1845.)

THE RAILWAY ROBBERIES.—The Directors of the Great Western Railway have added £20 a-year to the salary of Superintendent Collard, in acknowledgment of *his exertions and assistance* in the cases of Maynard and Garratt, to the latter of whom *more than thirty cases of luggage lost on Railways within the last six months were traced, and coming down to a period subsequent to the arrest of Maynard.*



No. 47. ("Times," 15th November, 1845.)

RAILWAY ROBBERIES.—We are requested to state that Mr. Nash has received the following communication from Sir James Graham:—"Whitehall, November 12, 1845. Sir,—I am directed by Secretary Sir James Graham to acknowledge the receipt of your letter of the 10th instant relative to certain Threatening Letters which have been sent to you, and I am to inform you that an offer of pardon to an accomplice in such a case is unusual; but a reward of £100 will be paid by the Government to any person who shall give such information and evidence as shall lead to the discovery and conviction of the writer or writers of the letters in question. I am, &c. S. M. PHILLIPS.

To C. Nash, Esq., Frederick's Place.

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December, 1845.—Mr. Nash terminated his engagement. Wareham's actions having progressed, *Mr. Nash* was incessant in his exertions to defeat them. *He* examined *Garratt* as a Witness.

In April, 1846, he examined Maynard as a Witness for all the Defendants. But in an application to the Court in June, 1846, to delay the trial for evidence, Maples and Co. or their clerk refused to support him, prevented his having papers, &c.; in consequence he was greatly damaged, and Exposed to and incurred great risk;—other annoyances follow.

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No. 48.

Mortimer Street, June 12, 1846.

Gentlemen,—I cannot refrain from addressing you on the cases of *Wareham v. Prance*, as I cannot believe they have your attention, or that the gross and unjust treatment which I have received has been sanctioned. If the assistance to be rendered by you to me, or by me to your clients, is to be more than nominal, I entreat you to place the matter in the hands of some other gentleman than Mr. J., I do not care who, for I cannot act with him after the fabrications of fictions and excuses which he has made. I have received no assistance, but much obstruction; so much so, that to-day the plaintiff's *ruse* and —— had, countenanced by your side, nearly succeeded,—and as it was, I was roughly handled and ill-used. I wrote three times lately about the case, and had no reply from you. An insolent message and remarks were sent me by Mr. J. on the 10th, but delivered by Mr. Tween to-day—a stupid refusal to let me have, and objections to my having, copy of short-hand notes, on excuses and fictions which were very disgraceful, both to Mr. J. and Mr. Cooke,—shew that it is necessary to have a

proper understanding, *as we ought to have no other feeling than a common one, and that against the plaintiff.*—I am, &c.

To Messrs. Maples and Co.

CHARLES NASH.

[Similar letter to V. Prance, Esq.]

No. 49.

16th June, 1846.

Sir,—In answer to your note there appears to have been some misunderstanding, &c., for there never was any Intention of withholding from you any Information or Assistance. We have instructed Mr. Cooke to furnish you with a Copy of his Notes, and Every proper facility will be given you in our office for the evidence of the Defence. We are, &c.

MAPLES & Co.

To Mr. Nash.

No. 50.

June 16, 1846.

Gentlemen,—If you would condescend to investigate what has passed within the last twelve days, I will be content to abide your decision. If you will do it, you will see that I want, personally, no assistance from your establishment, except to forward *your* case, and I thank God I do not—you will see that I have been shamefully treated, and objections purely fictitious raised to obstruct me, and, as fast as I answered one, another was sprung—if you will inquire, you will find that a message, with remarks, was sent, of a nature so ridiculous and improper as to justify any tone or manner, and was wholly unworthy of your house—you will learn that I have been obstructed, and consequently much ill-used, and that any offers *now* of Mr. Cooke's notes or other assistance, after the damage has been done, is of no avail. To such an extent and so unwarrantably was the obstruction offered, that I shall not feel justified in holding any communication on that or any other business with Mr. J.—I am, &c.

CHARLES NASH.

To Messrs. Maples.

No. 51.

(*Extract.*)

7th October, 1846.

Gentlemen,—I beg to bring under your consideration and early decision the pecuniary position of the two Great Western Railway cases of *Burnham* and *Wareham's* actions.

I find, on looking over my memoranda, that I have done at least £100 worth of business for *you* in those cases, so far as respects *your clients'* cases: and I also find that there will be at least another £100 before the termination of the cases at this *time* next month (November).

This is only so far as regards *your client's* case, and my assistance *to that*, and I put out of calculation the heavy fees to counsel, &c. &c.

To enable me to prepare and proceed, I beg to request an advance.  
Waiting your reply, I am, &c.

CHARLES NASH.

To Messrs. Maples, Stevens, and Co.

No. 52.

7th October, 1846.

Dear Sir,—I have thought it better to put the enclosed communication in a *formal* letter to the firm, and shall be glad of your early consideration and decision.—I am, &c.

CHARLES NASH.

To C. Stevens, Esq.

No. 53.

WAREHAM'S ACTIONS.

16th October.

"I yesterday saw Sayer. One of the firm will give me a verbal assurance that they will take nominal damages, and not press for costs against you.

"W. G. T."

"To Mr. Nash."

No. 54.

1846, October 17th.

WAREHAM'S ACTIONS AGAINST PRANCE, COLLARD, AND MYSELF.

Gentlemen,—In reply to a letter from you received on the 13th instant in the following terms—"Sir, We have to request you to send us our pleadings in these actions and a statement of facts" (after an *ABJECT* letter from your clerk of the 11th, which I returned,) I beg to say that I immediately directed the pleadings to be returned, which I had had with your knowledge, for the very purpose of assisting *your Clients'* Cases, —and which assistance upon the merits I alone could give extensively, and perhaps therefore ought to have had the whole case (as in the *Burnham Rates*) to conduct for you. To a great extent I have given that assistance since quitting your house, as my Bill will hereafter show, and therefore my possession of those pleadings was not, as your Clerk lately alleged at the Judge's Chambers, "improper." The following is the "statement of facts" which I presume you desire, and I am desirous of bringing them advisedly under your *investigation*, because if the *result* be your approval that I have been fairly treated by having every obstacle and ungenerous observation cast upon me in these cases, in steps taken for the joint benefit and *really* to benefit *your Clients*, I shall then know whether I am dealing with Friends or not; if with the former, you will, I am sure, see the justice,—I don't ask for myself, but for your own *Clients'* Cases,—of placing the matters in the hands of some other Gentleman (*entirely* free from the person who nominally conducts them) for you at your house, as I suggested in June last.

I rendered material assistance to your Client's case down to the month of June last; then I found on application that your Clerk had stopped my having the Short-hand Notes of the examination of Witnesses, and some other assistance, which I desired to quote to the Court on a motion to delay the cause. I found a number of falsehoods and subterfuges between him and the short-hand writer—as I wrote to you at the time,—but without any answer. I was obliged to go to the Court without the co-operation, in terms, of the other Defendants,—and discovered that your Clerks have been in Friendly communications with the Plaintiffs' attorney (which was adverse to my course of proceeding),—my application to the Court was not seconded in Court, and I was exposed to considerable undeserved opprobrium; but the temporary case of the other side on that occasion is now developed. *After* the motion was over, Mr. Pearse offered me the short-hand notes!

Again I found that this Clerk had openly, in your house, spoken in reflective terms to other Clerks of his having “to defend me” on that step, simply because the plaintiffs' attorneys (who are personally mixed up with the matter) had said,—in the hope of defeating my application,—that two men of the same *name* were the *same* persons, and were to be found in town. I also find that on recent occasions he has said to my Attorney—and also to the Clerk of the Plaintiffs' Attorney,—that the Plaintiffs were sure to “*get heavy damages*,” and so urging them on to try the cause—and that he has actually told them the point in the defence of Mr. Prance which was to be kept a secret,—and has openly canvassed it, and complained of the pleadings on that account!

I have no taste for such a man or his mode of doing business, and will not have his interference imposed upon me, and grievous injury to me inflicted by his conduct and observations,—which cannot of course rest quietly: although your Clerk on this day week sent me a whining letter “soliciting an interview, and offering to pay me for it,”—my reply to which produced the letter from you which heads this.

What I Asked you in June last, and repeat, is, that if you disapprove of such conduct, name a time and call together all the persons who can speak to it, namely, Mr. Tween, Mr. Sayer, Mr. Cook, my Solicitor, and myself,—and I will abide the result.

If you do not do this and put the matter on its proper footing, I can only give one solution of what it all means.

I have always felt it right, and been anxious to give *every* assistance in *all* cases, but in return ought to have fair treatment. I will show that I have not had it in this case, in which,—through the proceedings of your house,—your Clients' Cases have been, and will be further da-



aged, and *I have been dragged before the public in law-suits, and left to fight my own battle—and yours for your Clients*, up to a time when it is necessary to have a *proper understanding* of the matters. I am, &c.

To Messrs. Maples & Co.

CHARLES NASH.

[No reply to this.]

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No. 55.

Frederick's Place, 19th October, 1846.

*Mr. Pearse requests Mr. Nash* will call on him as soon as he can make it convenient, and to bring with him the examinations and other proceedings relating to Wareham's actions in order to arrangement for the defence.

To Mr. Nash.

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No. 56.

19th October, 1846.

My dear Sir,—Will you have the goodness to write me a note stating in Wareham's actions what were the Terms proposed *last Week* by the Plaintiffs for relieving me of the case?

I understood it to be, on my remaining quiescent and their getting a verdict against France I was to go free (either on a withdrawal of my pleas or a nominal verdict.) Yours faithfully,

CHARLES NASH.

To W. G. Thwaites, Esq.

No. 57.

Dear Sir,—Precisely so, but they will not give it in writing, and it was only in the event of their obtaining a verdict against other Defendants. Yours truly,

W. G. THWAITES.

To Charles Nash, Esq.

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No. 58.

22nd October, 1846.

Sir,—I am advised that it is necessary to trouble you with a Subpœna to attend the trial of one of the actions resulting out of the prosecutions of last year. At the same time, permit me to say that you shall have as little trouble as possible; and that whilst on the one hand I shall seek to justify myself in the treatment received, I shall on the other, by *every possible means*, endeavour to defend the actions, although you will see by the enclosed Copy letter\* [which has been unnoticed] that I shall have but little assistance from Messrs. Maples & Co. I am, &c.,

Charles Russell, Esq., M.P., &c. &c.

CHARLES NASH.

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October and November.—Up to this time Maples & Co. were incen-

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\* Of 14th.

santly applying to Mr. Nash for papers and written assistance and information. They were supplied. Mr. Seymour Clarke from time to time granted Mr. Nash Passes for Witnesses he required to give Evidence for Prance and Nash, on 6th Nov.

No. 59.

Cheltenham, October 25, 1846.

Sir,—I am in receipt of your letter, and regret that I cannot wait upon you, as you desire. At the same time, allow me to state that *all my* efforts will be,—as they have hitherto been,—directed to the *Entire defeat* of these actions, and to the success of my co-defendants, as far as *your Company's interests* are concerned, Although I am necessitated to defend myself Separately, owing to the Adverse conduct of your party. I cannot run the risk of being a third time sacrificed, [having been already twice sacrificed,—once whilst the prosecutions were going on, owing to the interference of Mr. —; again, in these actions exposed to gross and unmerited obloquy, through the *non-co-operation* of your party,] still I shall,—notwithstanding the overtures of either party,—continue unceasing in my efforts to defeat these actions, in which I am dragged before the public as a defendant through the conduct of others,—and in which my co-defendants are *more certain* of verdicts than *I am*.—I am, &c.

To Chas. Russell, Esq., M. P., &c.

CHAS. NASH.

No. 60.

Wareham's Case.

Paddington, 29th October, 1846.

Dear Sir,—I beg to reply as follows to your inquiries of the 27th inst. Mr. Collard is away, keeping peace on the Rugby line, where there was a row among the navigators. I have sent for him.

Mr. Collard wrote or sent to Mr. J. as to the information you wished at his hands. At present, all I can say relative to the five persons is, that I do not find any clue to, &c.

I must here be allowed to repeat my firm conviction, that, however much your feelings may dictate to you to discontinue communication with Mr. J. after this case is over, I think your *own interest* will be much better served by co-operating with him now. Pray think so too—I am sure of it.—Yours, &c.

SEYMOUR CLARKE.

To C. Nash, Esq., Gt. George Street.

No. 61.

29th October, 1846.

Dear Sir,—The course which, with the sanction of Mr. Pearse, Mr. — has pursued against me in this very case, was such,—and my correspondence with Messrs. Maples & Co. will satisfy any one,—that I can-

not, consistently with the slightest regard to my own character, hold communication with—I say emphatically—a Traitor to our cause; and that, if my existence depended on it, I would not be again a victim.

If you saw that Correspondence (in which I volunteer and entreat of them to confide the case to another clerk, and which is before Mr. Russell), or will see it, *I will abide by your decision*, or that of any other man of understanding.

If you know nothing about the matters between Maples & Co. and me, you will not, I am sure, venture to pronounce an opinion. I am, &c.

To Seymour Clarke, Esq.

CHARLES NASH.

No. 62.

29th October.

“Dear Sir,—On attending the Judge’s chambers to-day in a conversation with Mr. —, the assistant of Maples and Co., he intimated that if you would *personally* Attend and co-operate with *him*, he did not hesitate to say the Company *would give you an Indemnity!!!*”

To C. Nash, Esq.

W. G. T.

No. 63. *Wareham v. Prance and Others.*—October 30, 1846.

Sir,—We send you copy list of special jury, as reduced, and request to be informed, by return of post, whether your client intends to appear on the trial by either Serjeant Talfourd or Serjeant Channell, and *what witnesses you have subpœnaed, or propose to subpœna, on his behalf.*—We are, &c.

MAPLES, PEARSE, STEVENS, AND MAPLES,

To W. G. Thwaites, Esq.

Per HIPPLESLEY JUSTINS.

No. 64.

30th October.—To Maples & Co. and Mr. Clarke.

“Witnesses Subpœnaed by Defendant Nash for himself and Prance up to 29th October, viz.,”

[List sent of Names of 79 Witnesses residing in different parts of England and the Metropolis, to attend trial on 6th November.]

Also their Depositions from Liverpool sent up to Maples and Co.

November 3rd.—Mr. Nash discovered that the Company’s Attorney’s Clerk had visited some of those witnesses, and endeavoured to persuade them to give their information to *him only*.

Mr. Nash’s Solicitor was offered by Maples’ Clerk that if he would meet him and give up his personal objections to him, he should have a written indemnity!

No. 65. *Prance and Others against Wareham.*—2nd Nov., 1846.

Sir,—We have bespoken Office Copies of the records of the Convictions of Garratt and Maynard, and that we shall have same, and the

Office Copies of the Examinations of these persons before the Master, in Court upon the trial of this action, and that same will be produced on behalf of Defendant Nash if required by his Counsel. We are, &c.,

MAPLES, PEARSE, STEVENS, AND MAPLES.

To W. G. Thwaites, Esq., Attorney for Nash.

No. 66.

WAREHAM'S ACTIONS.

3rd Nov. 1846.

Sir,—I have bespoken copies of Records of convictions of Garratt in *Prance's and Hartley's Cases*, those being the only ones Counsel advise can be *necessary* under the pleas on this Record. This firm will pay FOR THEM, but any others you or Mr. Nash must pay for yourself!!!

Yours, &c.,

FOR MAPLES & CO.

To W. G. Thwaites, Esq., Solicitor.

H. J.

To Messrs. Maples & Co.

No. 67.

4th November, 1846.

Gentlemen,—As it appears to me you have not considered the question of "*set-off of Costs*" in the event of a verdict against *one* Defendant, I beg to bring it to your consideration—as to the Witnesses Subpœnaed by me jointly for *your Client* and myself—whether they are to be paid as "*my*" Witnesses or as "*Defendant*" "*Prance's*,"—so as to make the *Set-off of Costs* greater?

The former Plea for Collard was by Mr. Unthank, who refused to add pleas of Justification, though I wanted a plea that "*Wareham was given in charge to him as a Police Officer*,"—a plea you have not now.

Yours, &c.,

CHARLES NASH.

[No answer.]

5th November.—Cause postponed from 6th to 25th, and afterwards to December 1.

No. 68.

November 5th, 1846.

Sir,—I beg to apprise you that the cause is postponed at the instance of your party, so that I can release you from attendance on your subpœna till the 26th.

I feel at liberty to represent to you the cruel hardship of this step by your advisers against the wishes of all the other parties in the cause.

I had, at great personal inconvenience and loss, given up a journey to Ireland in order to get up the Opposition to this cause. I had also put aside other matters to go into the West of England after Witnesses; also to Liverpool, Manchester, Halifax, Cheshire, and other places.

I had subpœnaed, and had in town this very day, one witness from

Bath, one from Bridgwater, one from Gloucestershire, one from Barnstaple, one from South Wales, three from Liverpool, one from Halifax, one from Huddersfield, one from Newport Pagnell, one from Lynn in Norfolk, and one from Cork and Bristol (brought back specially, as Mr. Seymour Clarke can testify,) besides forty other witnesses, special jury summoned, and every step complete.

I have some right to appeal to you—it is a plain common sense matter, and not a technical legal one,—against the gross injustice to me of this delay. I have advanced above £100 Cash out of pocket, but that is not the only point: It is incurring all this expense *over again* in a contest with a pauper, who if he wins will receive the Costs of this postponement from the Company, and if he loses will pay nothing, and I trust to have an explanation of so useless and cruel a step. I am, &c.

To Charles Russell, Esq., M.P., &c. &c. &c. CHARLES NASH.

[No answer.]

Railway Offices, Great George Street, November 12th, 1846.

Gentlemen,—I beg leave to bring under your consideration the case of Wareham against Prance, Collard, and myself, which you will no doubt recollect is one of the actions brought by a friend of Maynard and Garratt for alleged false arrest of him, and in which I am a Defendant *entirely through the proceedings* of the Company.

Into the circumstances which gave rise to it, or into the course of proceedings adopted on behalf of your Company, it is not necessary *now* to enter; it is sufficient for the *present purpose* to say that I found it necessary,—for my own protection and justification,—to defend myself against that action Separately from the other Defendants, at the same time anxious to *do all in my power* for the other Defendants, and to defeat those iniquitous actions,—although those wishes have not been, I regret to say, properly seconded.

That case stood specially fixed for trial at the first sittings in this term, on the 6th November, and the Court had “ordered that it should be tried then, at all events;” consequently no idea of a postponement was entertained, and I prepared for the trial accordingly.

At considerable loss *I gave up other business*, and devoted some weeks to the getting up evidence on behalf of the Defendants in this Cause.—I went to the West of England and to the North of England after Witnesses and information,—and left nothing undone which could Contribute to the success of Each Defendant.—The cause being so specially fixed for the 6th November, I subpoenaed Witnesses from different parts of the country and above forty in the metropolis.—The case was

complete and *ripe for trial* on the day so appointed, when the Counsel for the other Defendants, (being in fact the Counsel for your Company,) on the 5th of November, (being the eve of the day so fixed for the trial,) proposed an adjournment of the case for three weeks to suit the convenience of themselves and their Clients,—and that was agreed to by the other Counsel, and so the cause was postponed accordingly,—though I felt the impolicy of such a step very strongly, as your Company will have to bear *all the expenses of each Defendant*, and the Plaintiff is a pauper.

By that step, as you will perceive, all the preparations, labour, and expense which I had incurred for the trial were entirely lost, and will have to be repeated.

I had subpoenaed the following Country Witnesses for Mr. Prance's and my defence, and they were then actually on the road to London,—and the following expense must be incurred again, namely—

(1.)	1	Witness from Bristol	..	..	118	miles each way				
	1	"	"	Bridgewater	..	155	"	"	"	
	1	"	"	Bath ..	..	107	"	"	"	
	1	"	"	Barnstaple ..	..	220	"	"	"	
	1	"	"	Gloucestershire	..	118	"	"	"	
	1	"	"	Cardiganshire	..	240	"	"	"	
	1	"	"	Cork and Bristol	..	200	"	"	"	
	1	"	"	Dover	..	88	"	"	"	
	1	"	"	Devon	..	202	"	"	"	
	1	"	"	Ditto	..	202	"	"	"	
	1	"	"	Lynn	..	120	"	"	"	
	1	"	"	Halifax	..	227	"	"	"	
	1	"	"	Huddersfield	..	200	"	"	"	
	1	"	"	Newport	..	66	"	"	"	
	3	"	"	Liverpool	..	600	"	"	"	

**17 Witnesses.** About 2863 miles each way, whose united Cost amounts to the sum of .. .. £ 84 3 0

2. Besides Railway Fares of the last seven Witnesses,  
amounting to about .. .. 23 0 0

Which Witnesses I have paid, and they will again Cost the above sum *at least*.

3. Also the Expense of subpoenaing above forty-five Town  
Witnesses, about .. .. 10 0 0

4. Also payment to several Town Witnesses (others having declined payment from me), which sum I have also paid 15 0 0
5. Also my Counsel's fees, also paid, amounting to .. .. 31 3 6  
(And they require refresher fees.)
6. Besides the Actual Cost of Journeys to the West of England, and to the North, .. .. 26 0 0

The expense of the witnesses is *comparatively small*, as many of them thought that *I had been ill used*, and refused to take remuneration; but with the exception of the last item of £26, the above expenditure will have to be incurred for the next preparation for the trial, and to enable me to make which I now apply to you for a Check for the above amount expended by me in *your Case*, or for a sum on account thereof.

I have had no supply of Cash from your Solicitors, and I make this application now through the necessity for enabling me again to prepare for the defence of All parties, and placing me in the same position I was in on the 5th of November—when the postponement took place, “in any view of which,” as *The Times* said on Tuesday last, “the Suitor is injured.”

I regret that differences with your Solicitors on the conduct of the defence should exist. I have repeatedly addressed them on the subject without receiving any answer, as Mr. Russell and Mr. Seymour Clarke are well aware, and I am left only this course; and after you shall have made the necessary investigation, I shall be happy to hand you the Vouchers for the payments.

Soliciting the consideration of this matter at your earliest convenience, I have the honor to be, &c.,

CHARLES NASH.

To the Directors of the Great Western  
Railway Company, &c. &c. &c.

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No. 70.

18th Nov. 1846.

Dear Sir,—I have much pleasure in enclosing the passes, as required by your letter of 17th inst, and remain, &c.

SEYMOUR CLARKE.

To Charles Nash, Esq.

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No. 71.

Nov. 19, 1846.

Sir,—I beg to trouble you to solicit an answer to the letter which I last week addressed to your Company, as every hour is now of great value in the business.—I am, &c.

CHAS. NASH.

To C. A. Saunders, Esq., &c. &c.

No. 72.

Nov. 20.—“ Mr. Nash’s compliments to Messrs. Maples & Co., with extract his counsel’s opinion on the pleas for Collard.”

[Extract opinion sent.]—The like to Mr. Clarke.—

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No. 72.\*

*Wareham’s Actions.*

Nov. 23, 1846.

Sir,—Having had no reply to the letters which I addressed to your Company and Mr. Sanders on the 13th and 19th instant, and being without any reply to the letters which I addressed to Messrs. Maples on the 7th and 14th Oct. and 4th Nov., and that to you on the 27th Oct.,—I have now no other resource than to return to you those passes, which were exclusively for the witnesses, *kindly* granted by you to me, regretting that I should have given you that trouble; but I am not now in a position to make the same defence that I was ready to make on the 6th instant.

*You and I have the satisfaction of knowing, that ALL my exertions in person might have been had by and for your Company, if Messrs. Maples had chosen to appoint any other clerk to the business than the one who had improperly conducted and perilled the defence.*—I am, &c.

To Seymour Clarke, Esq.

CHAS. NASH.

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No. 73.

G. W. R. 21st Nov., 1846.

Sir,—I am desired by the Directors to acquaint you, that they have perused your letter of the 13th instant; but they cannot feel justified, under the circumstances, in admitting *any sort of responsibility*, either to pay or advance money for expenses, which you have incurred, without any sanction or authority from the Board or their professional advisers!

While the Directors *much regret* that you should be placed at any inconvenience, or be exposed to expense, in the action to which you refer, it must be quite obvious, that *the mode you have adopted of meeting it* removes every *sort of responsibility from them*, and that they can take no step whatever in the matter, excepting through the Company’s solicitor!—I remain, &c.

CHARLES SAUNDERS.

To Charles Nash, Esq.

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No. 74.

November 23, 1846.

Sir,—With reference to your note of the 21st instant (which reached me to-day at two o’clock), I beg to say, that whilst I should not ask at the hands of your Directors anything which I did not feel that I was in justice and honour entitled to, so I should not endeavour to alter any



decision to which they may have come, if such decision be based on an Accurate knowledge of facts; but there are two passages in your letters which show me that you have *not* had an *accurate representation* of facts as to these actions;—I mean the passages referring to “Expenses incurred by me without any sanction of the Board or their Solicitors,”—and another, that “the mode I have adopted of meeting it removes every sort of responsibility from them.”

*Without going further back* than the bringing of these actions, “the mode which I have adopted” has been simply the pursuing those very means which would defeat the actions,—as well for Mr. Prance and Mr. Collard as for myself,—with *as little* annoyance as was necessary to an efficient defence;—up to a recent period, *all* those steps have been *confided* to me, on their behalf, by your own Solicitors,—and Valuable evidence obtained from the two convicts, Garratt and Maynard, *at my instigation*.

When I found that Messrs. Maples’s clerk was inciting on the plaintiffs with their actions, by telling their attorneys—who had taken the business on speculation—that the plaintiffs would be sure to succeed, and get heavy damages against two of us;—when I found that he had further betrayed to them the one point in the defence of Mr. Prance which would have ensured his success;—when I found him playing “fast and loose” with *me* and the papers,—I appealed to Messrs. Maples in October last, to entrust their cases to any other hands than his, and *they could command* my Personal intercourse. Messrs. Maples did not do what I suggested, and I was therefore compelled to work out the defences by myself,—and to gather evidence, not merely for my own defence, but *really to benefit your Company*, by defeating the actions.

The mere fact of defending myself Separately, was not merely to defend myself efficiently, but to enable the Company to defeat the plaintiffs in the *result*, by setting off the costs of *one successful* defendant against the verdict and costs which an *unsuccessful* defendant might have to pay the plaintiffs.\*

Up to the *latest moment*, those individual exertions were at the service of your solicitors, on the *simple understanding* of their employing another clerk instead of the present one, if they saw that he had indiscreetly (perhaps not intentionally) betrayed the cause.

You will also find, that not only did I lately supply your solicitors

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\* Counsel always thought that Nash would lose, and Prance and Collard would win—therefore their Costs could be set off against what he might be liable to the Plaintiff for. This point was ~~not~~ appreciated.

with whatever information and papers they required, but *also with a list of the witnesses subpoenaed* by me for both defendants, *with their depositions, &c.*; and that I am *at this moment* finishing *another heavy matter* for your Company, for Messrs. Maples & Co., although I have been equally unsuccessful in obtaining any money from them on account of *that case*.

There being *no other* circumstances to justify your remarks, I cannot express the surprise I felt at those remarks, that I had "incurred expenses without the authority of your Board or their Solicitors," and "that the mode I had adopted of meeting the cause [being in fact the only *true* mode for *all* the defendants] had removed every sort of responsibility, though the Directors much regret that I should have been exposed to such an action." In truth, it has originated in the mistaken, —though no doubt well-intentioned, —Interference of strangers to the business.

The "responsibility of your Company to reimburse me" of course is a question for decision elsewhere.—I am, &c. CHAS. NASH.

To C. A. Saunders, Esq., G. W. R.

[No answer.]

No. 75. G. W. R. v. Deeks.

Frederick's Place, Nov. 25, 1846.

My dear Sir,—*This* cause will be heard almost immediately. Have the kindness to send me the points in the cause without delay.—Yours, &c.

To Charles Nash, Esq.

CHARLES STEVENS.

[Information sent accordingly.]

No. 76.

28th November, 1846.

Sir,—Since seeing you to-day regarding your Deptford property, I have seen my counsel, who says that heavy damages will result from the absence of my witnesses, and the course I must take of *personally* telling the jury the position I am placed in.

I have prepared myself for the worst result,—out of good feeling I make this communication.—I am, &c.

CHARLES NASH.

To Charles Stevens, Esq.

No. 77.

Frederick's Place, 30th November, 1846.

My Dear Sir,—I am sorry to hear the result you predicate. *The question will arise*, ought my clients to pay the costs and damages? You have taken the sole conduct of this action, and have consulted no

one as to the defence! You should have *consulted the Directors* of the G. W. R. Company. *Whose fault* will it be that your witnesses *absent themselves*?!?!—Yours faithfully,

CHARLES STEVENS.

To Charles Nash, Esq., Railway Offices, Great George Street.

1st and 2nd Dec. 1846.—Wareham's action tried. Verdict for Prance, and Verdict against Collard and Nash—Damages, *One Farthing*!!

3rd Dec.—The following was inserted in the *Times*, 3d Dec.

To the Editor of the *Times*.

No. 78.

December 2, 1846.

*Wareham v. Prance.*

Sir,—The verdict in this case to-day may be considered as a decisive vindication of me; but some matters transpired, and were unexplained, which it is necessary for me to state. Some of the best witnesses for all the defendants were not in attendance, because that assistance to which I was entitled from others was refused to me, except upon terms which I could not agree to. I had once brought those witnesses to London for the trial on the 6th of November, at an expense to me of about £150, when it was postponed by my co-defendants without my knowledge and against my instructions—and it was only the night before this trial that I resolved on counsel's assistance. As to the discharge of Wareham, I will say no more than that Messrs. Maples did not investigate the facts,—of which, in truth, they were ignorant,—but simply said, that “as a director had been to stop the prosecutions and publicity” to certain matters, it was to be done. The actions followed. I threw up my engagement, but was requested to continue my proceedings on behalf of the Various Railway Companies,—which resulted in convictions of Garratt, Maynard, Farr, &c. Up to this moment my co-defendants have had My witnesses, and all my exertions for the defence,—as the correspondence will on a future occasion show,—yet have refused me a single shilling towards the expense, and I am now actually conducting business for the Company and their solicitors. Insertion will oblige yours, &c.

CHARLES NASH.

## STATEMENTS OF THE CONVICTS.

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### 1. MAYNARD'S EXAMINATION, APRIL, 1846, AT THE INSTANCE OF MR. NASH.

*Never before published.*

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(Extract.)

I was introduced to Daniel Garratt by one *William Norton* at the house of a Mr. Bloxam, Surgeon, of 28, Duke Street, Grosvenor Square. I acted as confidential agent to Mr. Bloxam.

At the time I was introduced to Garratt, the Plaintiff *Wareham* was residing in my house in Howland Street. He slept in the front kitchen, and had the privilege of other parts of the house. He attended to my *Office business*. He opened the door and answered inquiries. Before he lived with me as I have stated, he carried on the business of a Plumber, Glazier, and Painter.

I had known him about three years. At that time he had no wife; his wife was dead. One Mrs. Lee, a widow, was then living with him, and they cohabited together in my house—I thought they had been married until the month of May. They came to my house on Lady-day, 1845.

I left Bloxam's house with Norton and went to Oxford Street, and there by the Gloucester Coffee-House Norton took a cab, and we went to a Dr. Halliday's, No. 72, Oxford Terrace. In Duke Street we met Garratt, and he accompanied us; after that introduction Garratt called at my house in Howland Street. We had a conversation together of considerable length.

Memorandum.—A Book was here put into the hands of Witness, marked "Z," to refresh his memory. [His Diary, p. 55.] It was, I think, the 14th of May he called. We then went out to a Public-house in Howland Street, for a few minutes, and separated.

I saw Garratt again the next day at the "Dolphin," 382, Oxford Street; on that day he showed me a Cheque for £133 12s. 6d.

Subsequently on another day I tore this cheque in pieces and gave them to him in an envelope. The cheque was drawn on Glyn's. It was crossed with some name which I forget. It was drawn payable to Price Lewes, Esq.

On or about the 26th of May, I received from Garratt, at ten o'clock at night, Mr. Benjamin Hartley's Case of Scrip. It was a writing case, with a patent lock, of Russia leather, which gave rise to our Advertising

in the name "Pasceoli," which, not being understood, Mr. Bush was referred to Ainsworth's Latin Dictionary. Before I received that Case of Garratt, we agreed it must be advertised. I said it must be. I did not advertise; but we arranged that a letter should be written by a *third person* to Mr. Bush, of the firm of Bush and Mullins, Solicitors, (who had advertised a reward for this case.)

That third person was a *Mr. George Simmons*, then residing in a house of mine in Charrington Street, Somers Town, and now lives in a Leasehold house of mine in Judd Street. That communication was opened with Bush in consequence of Advertisements in *Times* of May 20, 1845, and May 22nd, and May 23rd, marked Nos. 1, 2, 3. [Rewards, ante, pp. 56 & 33.]

After that Letter Mr. Bush did as directed, and advertised "Pasceoli" in *Times* of May 26, marked 4. [Ante, p. 57.]

I then wrote a short letter addressed — B., Esq., as directed, requesting Mr. Bush to call at my Office the next day, at from 12 to 2.

He did so. We had a short conversation. He said—"Can we do business?" I said—"Yes."

I referred him, on my part, to Mr. William Bloxam, Mr. James Wilkins, coach-builder, and to *Mr. Sayer, a solicitor's clerk, now in the room*, instructing plaintiff's counsel.

We agreed upon terms—that he was to pay into my hands £150 in gold, and that before I gave him the box.

He left and returned at six o'clock, and mentioned he had seen my references, and they gave a satisfactory account of me. He brought the money—in gold—in a bag. On receiving the gold, I was to give a promissory note to him for £150, to be returned to me on delivering up the case. The exhibit produced marked "Y" is a copy. The original was subsequently burned, with the letters referring to the matter, by Mr. Bush in my presence, at half-past one in the morning, that night—I received the gold and gave him the promissory note, about six o'clock that evening.

This letter was the first one *written by Simmons*, as agreed by Garratt, Simmons, and myself, when we were all together. It is the only copy I have of any of the *destroyed* papers. [Ante, p. 57.]

After the interview I had with Mr. Bush at six o'clock, I saw Garratt and Simmons. They were waiting for me in Great Portland Street. They refused to deliver the Case to me before they received their portion of the money, viz., £50 each. I showed them the money, and then Garratt went and brought the case to a genteel coffee-house, and we went into a private room there, opposite Argyle Street, Oxford Street

there I divided the money, £50 a-piece, and he gave me up the box. I then returned to my house, examined the box, and saw Mr. Bush again about a quarter before twelve.

The box contained scrip and railway shares to a very large amount, and private papers. There were also patterns of cloths. I gave Mr. Bush the box. The "first instalment" mentioned in the advertisement of May 26, were a bunch of private keys, forwarded by post to B., Esq.

Subsequently I had another Transaction with Garratt relative to a writing Case of a Mr. Vaughan Prance, the cover of which is produced, with his name upon it. I had given Garratt up; but about the 7th of July, 1845,\* I received a letter from him. In consequence, I saw him. He said, *I have found another writing Case*. He showed it to me. I just looked in it, and handled some of the promissory notes. I made a minute at the time in short-hand, &c., of what the case contained. The papers marked W. 1 and 2 is the memorandum. The case contained promissory notes to about £2000; one was £1000, drawn by Waskins (I believe). There were also several others. Garratt said he would not have the Doctor in the transaction at all. I asked Garratt how he found it. He said he kicked against it in the night, in the road, and cabmen ought to be more careful. Garratt and myself agreed to write a letter to Mr. Prance. I dictated the letter, and he wrote it; it was at his lodgings, 19, Queen Street, Edgware Road; it was on July 12th, 1845. The letter marked V 1 is the letter, and the Envelope marked V 2 is the Cover. [*Ante* page 49.]

I saw Garratt on the 8th July.

I saw him also on the 10th July.

We received no answer to this letter by advertisement, as desired.

In consequence, I dictated, and Garratt wrote, another letter on the 18th of July.

The Letter and Envelope marked U is that letter, and I saw an Advertisement in answer in the *Morning Post* of the Tuesday following. After the Advertisement appeared, Garratt wrote another letter. This, marked T, is it, dated July 23rd, 1845. [*Ante* p. 50.]

After that I wrote a letter in my own handwriting to Mr. Prance, marked S, dated 24th July, 1845. That letter was directed to Bridgewater. I wrote in a hurry. [No. 8, p. 51.]

That produced a letter from Mr. Seymour Clarke, Superintendent of the Great Western, to me, making an appointment the next day.

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\* The loss was on the 8th.

Having an appointment, I wrote the letter of August 2d, 1845, marked R, and sent it by a messenger. Mr. Clarke sent his card back by the same messenger, produced and marked Q. Mr. Clarke did not come, but defendant Nash came between six and seven. I was not at home, being obliged to be absent. This was Saturday. [*Ante* p. 52.]

Not having seen Mr. Clarke, I called at his residence on Sunday evening, and found he had removed.

On Monday, August 4th, 1845, I sent the card marked P. to Mr. Clarke. I then received the answer marked O. [p. 53.]

About six o'clock of the same evening, the 4th August, I called at the Great Western. I saw defendant Nash, and had a conversation with him in a private room about Mr. Prance's writing desk. I made an appointment to see Nash again about nine, or to write a note.

In the interim I saw Garratt, and wrote the note marked N, and sent it by Mrs. Garratt. Garratt saw that letter, and agreed to the terms, and that I was to bring him the amount in gold.

Before I kept the appointment, I saw Mr. Sayer [p. 53] the Plaintiffs' Attorney's Managing Clerk, at his house in Berners Street. That was upon the subject of Mr. Prance's Writing Desk. *He gave me the paper marked "M."* [Undertaking, Ng. 19, p. 54.]

On the next morning I kept the appointment. I found Mr. Prance and Mr. Nash waiting to see me. We agreed upon terms to deliver up the Case. I gave as Referees the same persons as before—I also gave the names of my Solicitors, Messrs. Fennell, Child, and Kelly. *Mr. Sayer is their Managing Clerk.*

The paper marked L contains the Terms. It was done in a great hurry. I said, I will go and get the property. Mr. Prance offered me a cheque. I said I could not take it. He said he had no money there, but that if I would meet him at Guildhall Coffee-rooms he would call at his banker's and get the money.

I then went to Garratt's residence and showed him the writing. Garratt then got the case, and we walked and got into a cab in Great Marylebone Street, and went to the Guildhall Coffee-room. I left Garratt at the Blossoms Inn, and went on alone with the Case,—and which I left with George, the waiter, at the King's Arms Tavern, Queen Street, Cheapside.

I then went to the Guildhall Coffee-house. I there saw Prance and Nash with wine and sandwiches,—and an officer in an adjoining room. We had some conversation. I mentioned part of the property was missing.

I then went for the Case, and brought it back and laid it upon the

table. The box or case was in the case produced. It contained all the property except the missing paper.

The officer then came in. I was asked for my principal; I refused to give his name, and I was given into custody. The money was not paid.

The paper marked "K" is in my handwriting, and I had it in my hand when I went to the Great Western Office on Tuesday the 5th of August. I stated the contents of this paper as the terms on which I could obtain the restoration of Mr. Prance's Case. [p. 53.]

After I was taken into custody by Collard, perhaps half an hour elapsed, and I was then taken to Guildhall, and examined before the Magistrate briefly, and then removed to the Compter.

I then *sent, first of all, for Wareham and begged him to come to me* the next morning. He came; that would be the 6th of August. It was about ten A. M. Garratt came with him—*I had not sent for Garratt*—they both came in together to the cell to see me.

Q. Did you learn from Wareham that Collard and Nash had been to 19, Howland-street?

A. I did.

Wareham told me that *Collard the officer and two gentlemen* had been to my place, and ransacked it, and taken away some papers. Garratt was present and heard this—he said there was a fine to-do about my being a prisoner, that I had nothing whatever to fear about the matter, for I had a guarantee for my safety, and that I *must be acquitted* on that account—keep up your spirits. This was said by Wareham, Garratt occasionally interrupting him and chiming in.

My writing case was in the third room, occupied as a bedroom. I left it on the bed in the morning. *Wareham told me that his Missus had conveyed it away between her legs, and had walked with it in that way gently down stairs.* Meantime the parties were in the Office—that it was safe enough,—that he, Wareham, had taken it to a Mr. Halfpeny's, a public-house in Little Portland, or Little Titchfield Street, called, I think, the "Fish and Bell." After that he had taken it to a Mr. Seth, or Selk, a Butcher in Wells Street, Oxford Street.—That *it had been cut open at the top and examined.* That he had taken the sole control of the documents it contained, and disposed of them. They were principally *pledges for articles* on which money had been raised for parties in difficulties and which were lodged with me as security for monies advanced.

In Garratt's presence at that interview, *Wareham told me Garratt had called upon him and said he was anxious about my safety.* It was not named that they had been to consult anybody before coming to me.



I think *Gregory's* name was mentioned on the morning of the 6th. Gregory had been a Town traveller. *Wareham knew Gregory, and had seen him repeatedly.* Gregory is now on board of a man-of-war. I do not recollect what was said about Gregory—He had seen him at my house, and coming and going from it. *Both Gregory and Wareham had assisted me in my wine trade for about a month.*

Garratt asked me if I had any money, and if I wanted any, and said I should have any money I pleased—did I want a sovereign? I said, "Yes." He offered me one. Wareham was by. The Officer who was by called the Deputy-Governor, and Garratt paid him a sovereign for my use. The Deputy-Governor asked his name, and he said, *Smith, of (I think) 75, Edgware Road.*

I saw Wareham and Garratt again together the next morning. It was, I think, about 12. At that meeting nothing was said about my furniture.

About a week afterwards, Wareham brought a Broker to me. I told him to borrow money and pay out the Landlord's execution, which had been put in on the 7th. Wareham said *he would stand by me in all my troubles.* Wareham brought or sent me my linen as required.

From the 7th he came to see me every day for about ten days, and then occasionally, and lastly not at all.

Wareham told me *he had seen Sayer frequently, and consulted him* about my case. I begged him to send Sayer to me, and Sayer came twice.

On Friday morning, THE 8th, *I told Wareham to give Garratt up to Collard, Officer of the Great Western Railway, for he was the man,* and I should be saved by that means. He said he would do so—he would go through fire and water for me.

About the MONDAY FOLLOWING (11TH), *Wareham told me he had tried to give Garratt up, but could not.*

I never saw Garratt after the 7th, until we met in Newgate.

*I told Wareham to keep pleasant with Garratt, as he (Garratt) might be of service to me. I did not tell him to give him up THAT day.*

After I had told Wareham to give Garratt up, Wareham told me Garratt had called two or three times in Howland Street, but he had told him not to do so any more, *or he (Wareham) would be in trouble if he did.*

Wareham told me *he had raised money on my goods.* He gave me none of the money. He told me he would not leave 19, Howland Street, unless they paid him handsomely for possession. Wareham told me he had

removed sundries of my furniture in a van to a stable, which he had claimed as his; *and as to my papers, he had them in a bag at his lodgings, as he told me, at Morton's, the corner of Foley Street.*

I afterwards asked Wareham why he had refused to give up my papers when I had sent my daughter for them; he said he would not give up any, he would take care of them for me.

Subsequently I told him *I had assigned over my effects to a Mr. Buckingham*, and wished to know why he had refused to give them up to him; he still refused to do so. This was in Newgate. He ceased to come to me afterwards.

*I wrote one or two letters to Mr. Sayer.* George Simmons came to me about the 11th of August, at my request. I saw him twice at the Compter, and once in Newgate.

*I had met Simmons and Garratt at public-houses about three times. We never met at any other place than those public-houses.* I saw Simmons at my own house, and also called upon him at his house.

Garratt has called at my house, and *seen me about twice when Wareham was present.*

I saw Garratt in all about ten times—at my own house, at public-houses, and at his lodgings.

Latterly, Wareham told me he and Mrs. Lee were not married.

Wareham has told me, that Garratt called in the month of June, and made an oration about his having benefited me and the Doctor in a matter of business—each £50. *Wareham told me he had frequently drunk with Garratt, and found him to be a liberal fellow.*

I believe the envelope produced, marked "H," to be in the handwriting of Garratt. [June, 1845.]

I bought a map and two books of Garratt. The map produced, marked "G," is the same. It was then in the same state it is now, with a name erased. It was in the early part of my acquaintance. I also bought Clothes of him.

The I. O. U. produced, marked "F," is in my handwriting, and was given to Garratt.

The paper marked "E" is in my handwriting. It was what I took down from the dictation of Simmons, and were the terms for the first transaction with Bush. [Page 57.]

Before I was in custody, I was always supplying Wareham with money; and, in July, *became responsible for him to a loan society for £5.*

At the interview between myself, Prance, and Nash, at the Great

Western Railway, and at the first interview between Nash and myself, Nash told me the Company wanted to get at the thief, and *suspected him to be a railway man, and asked the name* of my principal, which I refused to give.

The only guarantee I ever received was the letter from Prance, dated 5th August, 1845, marked L, and which threw dust in my eyes. [p. 54.]

Second Day: Cross-Examined.

Before I lived in Howland Street, I lived at 10, Somerset Street, Portman Square. I carried on the same business there, of a house and estate agent. I also traded a little bit in coals. I had a very good connexion.

*I first knew Wareham at Portsea Place, Connaught Square, before I went to Somerset Street. Wareham was a jobbing master painter, had little employment, and was then in difficulties. Before I took Howland Street, I employed Wareham to do the painting. He wished me to take a house for him. Instead of that, he lived with me rent free, and his wife and himself acted as my servants, and did for me, that is, Mrs. Lee, who I then thought was his wife: whatever work he did, which was a job or two, he did at my house.*

I had other lodgers, two artists: the first floor was occupied by a Mr. Browning and his wife, and a niece; the second floor was occupied by a Mr. Tucker.

Wareham usually opened the door.

I ascertained the box was Mr. Hartley's, from a card of his we found inside when at the public-house, when the Doctor told Garratt to take out the contents.

I had asked Mr. Sayer to allow me to refer to him in matters of business, and told him who my other referees were, and he consented. I asked him this years back. Mr. Sayer had been my professional adviser, and I had consulted *him on several matters, both of my house-agency and otherwise.*

Before I gave him as a referee to Bush, I told Sayer I wanted to use him as a referee in a very confidential matter of business which I had to arrange. Having known Mr. Sayer for ten years, I had consulted him in many confidential matters.

Of the £150 I had from Bush, £50 went to Garratt, £50 went to Simmons, and £50 to me.

It was on the 4th of August I first saw Nash. I was given into custody on the 5th.

*Both Wareham and Garratt told me at the Compter I was safe, as I had a guarantee. I think it was Garratt said it first. Garratt had seen the guarantee when he gave up the box. He and his wife both took it*

and examined it, and said it was correct. That Guarantee was given to me by Prance at the Great Western Railroad, about half-past ten A.M., on the 5th of August. When I got the guarantee I went direct to Garratt's lodgings, and showed it to him.

*Wareham told me he had cut open my writing case.*

*Gregory's name* was mentioned at the first interview with *Wareham* at the Compter. I do not know that he goes by any other name. He is a cousin of mine, and passed as such at my house. He had never passed as my brother. He told me he should go directly on board a man-of-war. He came to me to the Compter once only when he told me that.

To the best of my belief it was on the EIGHTH of August I first told *Wareham* Garratt was "the party" and to give him up. *Wareham* said to me Why did you not say so when Garratt was here the other day, and I said to him did I not tell you to keep pleasant with him, as I had a reason for it.

After that, on a Subsequent occasion, I do not recollect when, *Wareham* told me he had told Nash to take Garratt, and Nash said it was too late, and that Nash had paid him 5s. for Cab hire. [14th.]

I will undertake to swear *Wareham* saw Garratt twice in my house. *We drank together on one, if not on both, of these occasions.*

On other occasions when persons have called upon me *Wareham* has been present when I did not wish it.

The conversation *Wareham* told me he had had with Garratt about the oration was in June. To the best of my belief it was in the end of June.

Mr. Nash came to me twice at the Compter, and urged me to speak out as it might benefit me. *He said we want you to give us up a Railway man.*

Mr. Nash came to me twice also in Newgate, and I told him I knew nobody but Garratt, and he pressed me about a Railway Porter or Clerk. He asked me if I would say anything about Mr. Hartley's matter, and who was one "G. S." in my Diary, and if it was George Simmons or one Simpson? I said it was not Simpson, but refused to answer about Simmons. The Deputy-Governor was present,—*Nash did not advise me to plead Guilty.*

On those occasions in the Compter, Mr. Nash asked me to give up my principal.

I have heard from *Wareham* that he drank two or three times with Garratt. Mr. *Wareham* is now present.

I have never heard of Gregory since that interview. *Wareham* knew Gregory by that name.

At the time I was taken into custody I was in difficulties—and at the same time Wareham was also in difficulties—and so was Simmons, but he had been released from some of them.

The latter part, about Wareham, objected to by defendant's counsel.

Wareham and Mrs. Lee had all their meals in the house. The baker I paid for entirely, the butcher in part. I breakfasted in Howland Street, but usually lived elsewhere."

Mr. Hoggins here required *the witness's writing box to be produced*. The plaintiff objected, first, that it was now too late; next, there was no evidence of *any notice to produce*; and lastly, *that plaintiff is not in a condition to produce it*.

## FURTHER STATEMENTS MADE BY MAYNARD TO MR. NASH AS TO THE RAILWAY ROBBERIES.

*Not before Published.*

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(Extracts.)

“ I wrote the owner of the writing desk in a bolt-upright way, as an agent, desiring to see him at my office, which he evaded ; I called three times to see him,—and saw him by appointment in the secretary’s room at the Terminus, when he wrote an agreement as my *guarantee* on one hand, and on the other, as my *authority to show to Garratt to get the property from him.*

I never had the property in my possession, *THEREFORE was not a receiver of stolen goods* and which at once *saws the Indictment preferred against me in two,* and like a *wedge* overcomes every resistance to the entertainment of its validity.

Every Barrister and Lawyer of eminence said *I had been made a prisoner against Law and equity by acting for the Prosecutor* as an agent, or in language which a carman of a coal waggon can understand, *he engaged me as his porter with a lawful document to get his property!*

The Barristers still argue that without my privilege it was only a misdemeanor, for the negotiation, the sentence for which is from six months to two years only, which pares down at once twelve years off my sentence,—but my position *as a privileged agent, and deceiving Garratt by giving him up to justice,* as I said I would, I did all I could for the public—and by my means—yet, by ruining myself,—they got back their goods, in all *eleven parcels, which discharges me.* I still remain a prisoner on this business, as being that on which the Judge rested my sentence, but he would have acted on the contrary had he known all !

On the 14th November, the day before I was removed here, I asked him to tell me how he had committed the robberies,—when he told me he used to attire himself as a gentleman and go short journeys in the first-class carriages, and when he alighted he received either a carpet bag, writing desk, or portmanteau—and that he contracted with men who hold certain appointments which I have named to Mr. Nash, to allow them £5 for every parcel, but Garratt said he would never tell out who they were as they were men of families.

. . . A man who told me after trial that he and his party had been robbing the public two years.

I have laboured hard to convince all that I am a man of commerce, and trust I can lay claim to being almost an adept in the arts and sciences.

I have passed through as great a variety of business concerns and professions as there are shades of colour in that beautiful masterpiece of Nature, a bed of tulips. I have been now in the counting-house, in the thronged City, and now in the quiet shade, ere the hour has arrived *to lift the heart and bend the knee!*

It would be *worth £1000 to a wealthy Banker, or Director to some twenty Loan Societies, to possess the like degree of information* which I have been collecting the last thirty-two years, that he or they might distil the whole into the mind of an eldest son. \* \* \*

And, in such capacities, I have had to range London and its environs, and intermingled with every grade of society, from the *nobleman down to the mechanic*; which caused me to become familiar with men and manners, and man's capability to deceive as to negociable and other instruments represented as bona fide, but which have turned out forgeries, from want of due caution; when at length I discovered where the error lay on the part of the lender, by not having had the valuable advantage of knowing enough of human nature! \* \* \*

— was an accessory (in re Garratt) by *aiding and assisting in getting him away from being brought before the Authorities as the Thief*,—although I told him, for my own character's sake, to give him (Garratt) up to you, or some one else, at the Great Western Railway Station, and that you would well reward him for so doing.

I shall be able *now* to astonish the Court by proving through *my Diary* £2 paid to "*Wareham*" in the matter of *Bush and Mullens*, and also for the good of the public that about the Doctor's £50, and so on.

"Daniel Garratt, Charles Gregory Maynard, (always called and credited by men of commerce "*Charles Maynard*," and confounded with *the Gregory, who was a Prisoner during his minority* many years back;) he [*Gregory*] being the party who came to you at "*Great Western Railway*" with a note from me in reply to the one written by Mr. Seymour Clarke, and who is beyond all doubt in *Her Majesty's Service* as a Cooper on board a Man-of-War; but when in England always puddling in the *Wine Trade*,—and who had committed a *defalcation with his employers* to the tune of £30, less or more, which obliged him to go *again to Sea* through your making me Prisoner.

John Bush, Esq., Solicitor, [Bush & Mullens] and Mr. George Sim-

mons, Surgeon, acted as follows:—as to and about the *privilege granted to me* by JOHN BUSH, Esq. aforesaid, to perfect the restitution of £40,000 of “RAILWAY SHARES,” *all specially Indorsed* by having been paid up, —and *available in the market during the week* Garratt committed the robbery. I being confidential agent to Mr. William Bloxam (Surgeon) Duke Street, Grosvenor Square, generally waited on him every alternate morning,—where one *William Norton* (Dr. Haliday’s Butler, 72, Oxford Terrace,) called as from Mr. Acome, Tailor, 16, Robert Street, Grosvenor Square, to speak to me.—(I kept the correspondence and financial matters of Mr. Acome,) and “*Garratt*” was in Duke Street, waiting for Norton, where I was first introduced to *Garratt* . . . and we went to Dr. Haliday’s house for five minutes . . . in short, that he could put business in my way and would call at my office. Two days elapsed,—and he called and requested me to call at his *lodging* same day at Mr. Roberts’ (whom I knew personally), *Dolphin Tavern*, 386, *Oxford Street*, when he showed me a great pile of excellent clothing . . . On that occasion I bought from 10s. to 13s. worth of *Handkerchiefs and Stocks*, only just soiled.—At his request I called the next day, when he told me he had “found” a *Leather Travelling Case and Writing Desk* attached, and that he had been in the *City and about with samples of its contents*, i. e. “*Railway Shares*” of nearly all the *Lines of Railways*,—and a Bill for £15,000, which was to be paid at maturity at a Banker’s in Lombard Street, where he [Garratt] said he presented same for payment . . . but they, “he said,” informed him he must return it to “*Halifax Bank*” to be accepted, as they had evidently forwarded it to him in an incomplete state: he [Garratt] further stated that he had told some “*Jew in the City*” how he had found all this property, who said he would give him at a *venture* £5,000 for the Case and contents,—but that he [Garratt] did not like to *treat with him* ALONE, and therefore WISHED ME to be the negociator between them, as it would be safe enough with the Jew; but he [Garratt] said he thought it right to *have AN AGENT*, and if I would arrange it for him, he would give me £2,500.

A crowd of thoughts ran across my mind on the instant, and the remark I made was this: “The Case and contents must belong to a BANKER, and is in the main PUBLIC PROPERTY. Your offer to me is certainly a great temptation; but I DARE NOT NEGOTIATE the business *in the manner you propose: I transact no business requiring confidence without first of all naming my Referees.*—You must *sit still and do as I direct;*”—in which he readily acquiesced, I telling him also that the Case would be advertised.



"George Simmons (Surgeon), whom I had known some nine years, and to whom I named the business, knowing him to be a clever man, and one who had received the education of a gentleman—he, Simmons, said he must see the Case, &c.—that when *Mr. Harmer, late of Hatton Garden*, was in practice as a Solicitor, he had successfully negotiated such business, but with *principals only*, or *their representatives*. He (Simmons) saw the Case, but was *too skilful to negotiate it*, not being an "*Agent*;" but I could stand between all parties by virtue of an *authority in writing to obtain possession of the property in the position of an Agent*, signed by the OWNER or his REPRESENTATIVE, which would bar the practicability of my being at all injured—that I should be borne harmless. It struck me, however, that it could not be effected without giving references,—and if it really turned out that the law required me to give up the principal, I must do so. The Case, &c. was advertised £20 Reward. The Doctor treated the reward of £20 as nothing, and said the matter must *salt* a bit. We then met in Great Portland-st. and decided thus: that it was useless to keep on advertising, the property was *in possession* and *perfectly safe*. But that did not suit Mr. Bush, who instantly offered £100, and then it was that he wrote in a disguised hand "*Mercedulæ non satis est.*"

We met again and I wrote on the heels of this as the Doctor directed, and I said to *Garratt and the Doctor*, I advise the keys (a bunch) to be forwarded to Mr. Bush (who advertised for communications to be addressed to B——, Esq., only, 8, St. Mildred's Court,) and also to send one of the *Bankers' cards* out of his case, thereby removing all doubt of its (the property) being safe: and throughout the letters (3), one written by Garratt as directed,—were headed "*Re Pasceoli*" and the writer as "*Homo Mundi*,"—which brought out an advertisement "*Pasceo*.i. First instalment received. Terms accepted, and none but principals will interfere." The Doctor then said to me, "Now, you may be privileged." I wrote three lines to Bush requesting he would call at my Office next day at 2 o'clock.

Mr. Bush was punctual, and said, "Well, Mr. Maynard, my name is *Bush*, can we do business?" I said, "Yes: but I am bound to give you references," which pleased him much.

Mr. Bush came to my Office again at about six o'clock in the evening with the sum I was instructed to receive, £150 *in gold*. I said I must be borne harmless by an authority, and we agreed for a *promissory note payable on demand for that sum*—and came to me for the property at half-past eleven at night, at my house, 19, Howland Street, where we

examined all; and on leaving me, he shook me by the hand, and said he must say it pleased him much to find all perfectly correct, and that it reflected great credit upon me, and should be happy to *see me* in the City any day, only writing him the day before I might call.

At about seven o'clock in the same evening, I met *the Doctor and Garratt with the Cash*; and Garratt went to his lodging for the Case and contents, and brought it, as I directed, to the private room up-stairs of the Coffee-Rooms (I think) Argyle Dining-Rooms—to which place Garratt brought the Case and contents, and I gave *first to Geo. Simmons aforesaid* £50, next £50 to Garratt, retaining the residue for myself—£48, and, as my Diary shows, £2 to Wareham for the trouble he and Mrs. Lee were at by attendance on Mr. Bush and myself.

In re Vaughan Prance, Esq.:

You have this history in bulk, and had *you* only seen my references *first of all, Garratt would have been given up and the property at once*,—and thus have saved us all this turmoil and my being arrested at all. I saw Mr. Sayer my *legal adviser, the over night*, who wrote copy of the authority for Mr. Prance to sign, to negotiate the business, and said it would bear me *harmless throughout the land*, and hence it was I settled it the next day.

Wareham as an Accomplice Re Garratt :

Mr. Moseley should step forward as to how he served him by keeping possession of my house, &c.

On 7th August, 1845, I told Wareham to be pleasant to Garratt, and pay attention to him, as he could be of great service to me; and on 8th, the next day, I said, "Now, Wareham, I am a prisoner through Garratt, give him up," and so on. On 6th, Wareham gave Garratt from my house a *five-gallon bottle* of brandy, and both of them took it away in a cab and sold it to some one in the trade—you know where.

In the matter of my Writing Desk and Contents :

Wareham told me, that Mrs. Lee took it from off my bed, where I left it to wait on you and Mr. Prance. I will *not* put pen to paper to explain what was done further. Your counsel must elicit it from me. Its contents are important to be made known.

The short letter I wrote Mr. Prance—"Unless the business was settled, the property would be irrecoverably lost to him"—*was worded by Mr. Sayer!*

Wareham was so poor, he came to me for almost every shilling. I supplied him with bread from my baker's, and meat.

## DEPOSITIONS OF THREE OF THE ABSENT WITNESSES NOT EXAMINED—(WEST AND BROWNGS.)

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MISS CHARLOTTE WEST, who lived in the first floor of 19, Howland Street, with Mr. Browning as governess,—remembers Garratt coming to the house about the 7th of August; he was pointed out to her by Wareham as a gentleman who was going to bail Maynard. She had seen him in Maynard's kitchen before at tea with Wareham.

On Monday, 11th August, about twelve o'clock or one, *Wareham* came home and said aloud in the kitchen that Maynard had given up his principal, and that *Garratt was the man*,—and went out again, *as he said*, to Garratt's lodgings with the police to give him up.

About an hour afterwards he returned, and said Garratt was not at home, but in the afternoon about three o'clock he came again, and said Garratt had given himself up, but *they would not have him, as he was not the man*.

About five o'clock a knock came to the door and Wareham answered, and I stood on the stairs and saw him hold the door nearly closed, and pushed with his other hand towards some one, and heard him say, "Be off, they are after you;"—however, he did not go, but Wareham opened the door: and I saw Garratt come in and go into the back parlour along with Wareham, where they remained with closed doors about half an hour.

When they came out, I went into the drawing-room, where, from the window, I saw them go out, and walk at a distance of eight yards from each other, towards a cab, into which they got and drove off up Marylebone Street.

When Maynard's goods were seized for rent, Mrs. Wareham about the 7th August passed by me, and opening her apron, showed me a leather case, and said, "I am helping that Villain, Maynard; this contains Papers of consequence."

A few days after Maynard's arrest his goods were distrained for rent. The back room, which contained a quantity of wine, was locked, and the man in possession could not open it for Wareham, who threatened and attempted to break open the door, and said it contained Papers of consequence to Mr. Maynard.

C. W.

19, Howland St., 7 o'clock P.M., August 11.

A person dressed in a blue frock-coat and grey pantaloons, with dark whiskers, called at 19, Howland Street, and, after being closeted for some time with *Wareham*, they both left the house together, but walked *separately*, one behind the other, and got into one of Hansom's cabs and drove off in the direction of Portland Place.

This person was recognised as the same individual who came the day after Maynard was put in custody, and who was called by the name of *Garratt*, or something like it.

I make this communication in consequence of hearing from *Wareham* in the morning, that Maynard had acknowledged *Garratt* to be his principal, and *Wareham* appearing, or pretending, to be very anxious to find him (*Garratt*) out—having returned home after a fruitless search.

The number of the cab we could not see; but concluded it was one of *Hansom's patent*, the driver sitting behind.

His cabs all put up in the yard of the Baker Street Bazaar; and as they all belong to one man, he could find which of them took up two people opposite No. 25 or 6, Howland Street, about 6 o'clock P.M., by which you could trace out *Garratt's* residence, he having arrived in the *same cab*, which, instead of driving up to the door, waited at a distance.

To Messrs. Swain & Co.

G. BROWNING, Jun.

21st Nov., 1845.

Dear Sir,—The conversation about the bill was between me and *Wareham*; the "£62" was not mentioned, but the *missing bill spoken of in the Examination*, and then said to be £120 bill,—but *it was the missing bill* which *Wareham* told me he had seen *torn all to pieces*. When I asked him how it was done, he said they *scrambled* for it, or *snatched* it from each other's hands; and I was about to put the further question, where and who? when his wife called him away.

It could be ascertained when this took place by the mistake of amount of the bill [*Prance's*]. I think on the 6th, or immediately after the publication of the first examination.

*Wareham* always claimed to be 'a partner of Maynard's. That he took the houses, and painted and fitted them up.

He told me he was joint tenant with Maynard of the house in Howland Street, and claimed to be my landlord.

He was always fearful of our going to the door, which he or his wife invariably opened.

I should have questioned him further about the bill, but had no opportunity, his goods being seized for rent.—I am, &c.

To C. Nash, Esq.

G. BROWNING, Sen.

## STATEMENTS OF GARRATT.

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The following are Statements made by Daniel Garratt, "who was prosecuted on several charges, to Mr. Nash, and may be usefully made public:"—*Times*.

"These dishonest practices began with me about thirteen months ago, when I was living in idleness close to the railway station, and used to go on to the platform to see the trains come in, and there it was I got into conversation with the people of the railway, and joined in connection. My first parcel was a carpet-bag, which was taken on the arrival of a train, as if I was a passenger; but that mode of acting became dangerous, as on several occasions the owners intercepted their property, and, but for the timely assistance of a confederate, I should not have escaped so easily. Other methods were hit upon, which, if made known, may prevent such practices in future. . . .

Mr. Hartley's box of scrip, valued at £40,000, and supposed to have never reached the line, was not taken away from the train till we reached Wolverton; and if passengers will go away from their luggage without having it labelled, or seeing that it goes with the train, or leave it at refreshment-rooms, they must expect to lose it. I was not a thief by profession; I had been a valet and confidant of several noblemen, travelling with them, and never wronging them of a shilling. This scrip sorely puzzled us. My first impulse was to go to the Continent, where my extensive knowledge would disguise me. That was opposed, and we determined to wait. A reward was offered,—but difficulties presented themselves,—and in the dilemma Maynard's services offered,—and he introduced a friend of his, a chemist, from the neighbourhood of Brunswick Square,—and they concocted the correspondence, and fictitious names, with Bush and Mullens;—but they were very anxious to get possession of the scrip,—and I believe that Mr. Hartley is indebted to me for its restoration. The 'earnest' of our power to restore was shown Mr. Hartley by returning him his keys, which were the 'first instalment.' Mr. Bush paid the £150 in gold—no notes—and was grateful to Maynard, and shook hands with him. He came to his house in his carriage. This gave us boldness; and when the box of papers (Mr. France's) turned up, we had less hesitation. . . .

Maynard negotiated,—but unguardedly, and I told him so;—but he

was headstrong, priding himself on his "position" and appearances. He arranged, and went to his lawyer friend to draw out the necessary papers for the restoration. He and I then went to the City together in a cab. He left me at the Blossoms Inn, and went on to Guildhall to settle the affair. I waited some hours, and then went home to my lodgings, from which we had started. I felt quite safe, as I was only known to six people in connection with Maynard, and they were in the mess, and there was nothing against me to show that I had not found it, as was said. In the evening I was fetched out by Maynard's man, and went to his lawyer friend about it and Maynard's arrest, but we all agreed that nothing could be done to him for negotiating a reward. I went to him next morning, with his "man Friday," to assure him of support—and again went to him and provided a criminal lawyer; but finding myself watched I did not go again,—but took means to prevent any evidence against myself, and felt secure in my *incognito* and change of dress every day. When the discovery of other matters,—and especially Bush's, was made, and I was "wanted," (as I thought), but not known, I resolved to leave England,—and began quietly to realise;—but then came the squabbles between the agents of the companies,—and their disapproval of what had been done,—and stoppage of any other investigations. That gave me confidence, and I determined to remain,—forsook my lodgings and old pals,—and traded myself on several lines,—even under the very eyes of the police who wanted me,—yet did not know me, except as a gentleman's servant,—and above suspicion. . . .

"Respecting the man Farr, he always goes in the name of (as Lee said) Billy-go-faster. Lee told me that Farr was in the Cambridge affair, and the Blackheath, as well as Mr. Woodhead's box from your railway, and others. Lee is not in the same ship as me. Farr lives at Pimlico, but is not known.

DANIEL GARRATT."

LEE was transported in 1845 for robberies. Farr was not apprehended until May, 1845, when several robberies were brought to light; amongst others, three on the Birmingham Railway, two on the South Eastern Railway, one on the Brighton Railway; also, the robbery of the Post Office letter-bags, &c. He was convicted on five indictments, and sentenced to twenty years' transportation.

#### FARR'S STATEMENT:—

FARR made the following statements to Mr. Nash, who acted in the prosecution:—"I was in respectable employ as valet to a gentleman. Drink turned me. I left and took a beer shop at Deptford. A fracas with Dalton, who was transported with Garratt last winter, sent me to

gaol for some months. I came out changed and dissolute. *It was at the stations all the mischief was done.* I am not the only one left . . . . . If a discovery was made at a station I put it to mistake,—and as I was not known to the police I could work with boldness. When I heard of Maynard's arrest I crossed the water. I returned when I saw that Maynard and Garratt were not to be prosecuted,—and began again. Mrs. ——— is innocent of my acts;\* she knew nothing of them.\* Dr. Roberts's papers were destroyed; I did not have them, *another party* had. Too many cases were brought up against me,—some I had only second hand; but escape was hopeless. The whole of Mrs. ———'s property has gone to defend me, about £80, and more wanted; she is now ruined."

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[\* She was convicted of feloniously receiving.]

\*.\* There was other Evidence of other circumstances of culpability. Upon these facts the G. W. R. Counsel—at the twelfth hour—pretended, for what had been done by Collard and him, to blame Mr. Nash publicly in court—to go forward to the public,—and on an occasion when it was worse than unnecessary; thus adding to his anxiety and injury by that which could only *hurt, not help*, as against Wareham!





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